

CLERK'S CONTRACT and AGREEMENT COVER PAGE

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Innoprise Contract #: C22-0059

Year: 2022

Amount:

Department: Public Works

Contract Type: Master Service Agreement

Contractors Name: Kluber Architects Engineers

Contract Description: Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services



**AGREEMENT BETWEEN THE VILLAGE OF ORLAND PARK AND
Kluber, Inc. FOR Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services
Master Services Agreement**

THIS MASTER SERVICES AGREEMENT (hereinafter, the “Agreement” or the “Contract”) is made this 29th day of March, 2022, by and between the VILLAGE OF ORLAND PARK (hereinafter referred to as “Village”) and Kluber, Inc. (hereinafter referred to as “Consultant”). Village and Consultant may be referred to in this Agreement individually as a “Party” or jointly as the “Parties”. This Agreement governs all purchased Products and Services, as set forth below, provided by Consultant to the Village.

WITNESSETH:

In consideration of the mutual covenants set forth herein, the Parties agree as follows:

1. Scope of Work: The Consultant will provide the Services, Products and/or Deliverables set forth in one or more separately defined “Scope of Services” as set forth in each proposal and further described below:

Professional Mechanical, Electrical, and Plumbing (MEP) and Architectural Services
(collectively referred to as the “Services”)

The Consultant’s proposal(s) is/are attached hereto and made a part of this Agreement as Exhibit A (the “Work” or the “Project”). Consultant and Village recognize that Consultant's Services may include working on various projects for the Village. Consultant shall issue a new Statement of Work and obtain the approval of Village prior to the commencement of any new project. Further, if Village requests or requires any change that either expands or limits the Services or Deliverables defined in the Statement of Work, Consultant will follow the Change Control procedures defined in the Statement of Work. The terms, conditions and specifications set forth in Village’s Master Services Agreement, Request for Qualifications (RFQ), Request for Proposal (“RFP”), and/or Purchase Order and any other Village document shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other documents submitted by the Consultant. Any provisions in the Consultant’s proposal or other submittals which are in conflict with or inconsistent with any of the same provisions in the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall be void to the extent of such conflict or inconsistency and the terms of the Village’s Master Services Agreement, RFQ, RFP, and/or Purchase Order shall control.

2. Payment:

- A. Contract Sum: The Contract Sum for the Consultant ’s performance of the Services (the “Contract Sum”) shall be calculated as set forth in Exhibit A, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed the Board approved budgeted amount.

To the extent required by applicable Law or requested by the Village, the Consultant must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all subcontractors, consultants, agents or any other person or entity with which the Consultant contracts to perform a portion of the Services (the Consultant Related Parties) retained by the Consultant in connection with the performance of the Services, together with a lien waiver from the Consultant and each such Consultant Related Party covering the amounts for which payment is then being sought.

- B. Payment: The Village will pay all amounts properly owing to the Consultant as set forth in each invoice pursuant to the Illinois Local Government Prompt Act (50 ILCS 505/1, et seq.).
- C. Withholding Payment: Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Consultant for services required to correct deficiencies attributable to errors or omissions of the Consultant and/or any Consultant Related Party, and all such errors or omissions must be corrected by the Consultant at its sole cost and expense. Notwithstanding anything to

the contrary herein contained, the Village has the right to withhold from payment due the Consultant such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Consultant; (ii) the failure by the Consultant to perform the Consultant's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Consultant as provided in this section, and subsequently determined to be due and owing to the Consultant, will be paid to the Consultant.

- D. Appropriation of Funds. The Parties hereto agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village Board of Trustees and/or any other funding agencies for each subsequent year. If the Village, and/or any other governmental agency providing funding for this Service, fails to make such an appropriation, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. To the extent the Illinois Department of Transportation ("IDOT"), the Federal Transit Administration ("FTA") or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Consultant will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Consultant such amount. Upon the request of the Consultant, the Village will inform the Consultant as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.
- E. Records. The Consultant's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Consultant for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 14700 S. Ravinia Ave. Orland Park, IL 60462. In addition, such records must be available, upon reasonable prior notice, for audit and review by any other governmental agency providing funding for all or any portion of this Service.

3. Contract Documents: This Agreement is a Master Services Agreement and shall be the agreement for all projects authorized by the Village. Specific projects under this Agreement shall be authorized in writing by the Village by a proposal, which shall be attached hereto as Exhibit A and made a part of this Agreement for each project authorized. As additional projects are authorized pursuant to this Master Agreement, such projects shall be authorized by subsequent proposals, each of which shall be marked Exhibit A and attached to this Agreement as Exhibit A. The term "Contract Documents" means and includes, but is not limited to, this Agreement and the following, which are each attached hereto and thereby made a part hereof:

- Scope of Services as set forth in the Consultant's proposal (Exhibit A)
 Schedule of Fees (Exhibit B)

In the event of any conflict between this Agreement and any other Contract Document, this Agreement shall prevail and control over the terms and conditions set forth in such other Contract Documents.

4. Time is of the Essence: Dates of Commencement and Completion: Progress Reports:

A. Time is of the essence in this Contract. This Agreement shall commence on the date of execution. The Services to be performed by the Consultant under the Contract Documents shall commence no later than 30 days after the execution of each proposal and receipt of a Notice to Proceed (hereinafter the "Commencement Date"), and shall be completed no later than by the agreed upon time frame per

proposal for each event (hereinafter the "Completion Date"), barring only Acts of God, due to which the Completion Date may be modified in writing with the prior approval of the Village. If the Consultant fails to complete the Services by the Completion Date, the Village shall thereafter have the right to have the Services completed by another independent contractor or consultant, and in such event, the Village shall have the right to deduct the cost of such completion so incurred by the Village from payments otherwise due to the Consultant for the Services and/or the right to recover any excess cost of completion from the Consultant to the extent that the total cost incurred by the Village for the completion of the Work which is the subject of the Contract Documents exceeds the Contract Price.

B. Progress Reports. If requested by the Village, the Consultant must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period. The Services schedule shall insure that each of the Services provided are being completed within a timeframe that does not negatively impact the Village's compliance with any federal, state, or local regulations (if applicable).

5. Venue and Choice of Law: The Consultant and the Village agree that the venue for any and all disputes shall solely be in Cook County, Illinois. This Contract and all other Contract Documents shall be construed and interpreted in accordance with the laws of the State of Illinois.

6. Nonassignability: The Consultant shall not assign this Contract, or any part thereof, to any other person, firm, or corporation without the prior written consent of the Village, and in no case shall such consent relieve the Consultant or its surety from the obligations herein entered into by the same or change the terms of this Contract.

7. Notices and Communications: Where notice is required by the Agreement it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

To the Village:
Name: Michael Mazza
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois 60462
Telephone: 708-403-6108
e-mail: mmazza@orlandpark.org

To the Consultant:
Name: Christopher Hansen
Company: Kluber, Inc.
Address: 41 W. Benton Street
City, State, Zip: Aurora, IL 60506
Telephone: 630-406-1213
e-mail: chansen@kluberinc.com

or to such other person or persons or to such other address or addresses as may be provided by either party to the other party.

8. Right to Alter Scope of Services Reserved: The Village reserves the right to alter the plans, extend or shorten the Scope of Services, add to the Scope of Services as may be necessary, and increase or decrease the scope and/or quantity of the Services, including the deduction or cancellation of any one or more of the unit price items, or to cancel the Contract and the Services in their entirety for any reason.

9. Control and Inspection of Work: Unless otherwise specified in the Contract Documents, inspection, acceptance or rejection of goods and/or Services shall be made after delivery. Final inspection, acceptance and/or rejection of the goods and/or Services shall not impose liability on the Village for goods and/or Services not in accordance with the Contract Documents as determined solely by the Village. Payment shall not be due on rejected goods and/or Services until and unless fully corrected and/or replaced as determined by the Village. All Services performed by the Consultant shall be done in conformance with this Agreement and the other Contract Documents as determined solely by the Village, and this Agreement shall control.

10. Timely Written Response and Written Report(s) of Resolution Relative to Certain Incident(s), Claim(s) and/or Complaint(s):

- A. All alleged incident(s), claim(s), or complaint(s) related to any alleged death, injury and/or damage to persons and/or to public or private property related to the Consultant's work or services provided pursuant to this Contract shall be reported to the Village and resolved by the Consultant and/or its agent in a timely manner.
- B. Within three (3) business days after receipt by Consultant of an initial written or verbal notice of any such incident, claim, or complaint, the Consultant shall also provide to the Village, and to any third-party making such claim or complaint, the name, telephone number, and cellular number of the Consultant's officer or employee who will be responsible for managing the resolution thereof until its final resolution by the Consultant and/or by the Consultant's insurer or agent.
- C. Within ten (10) business days after the Consultant's receipt of the first notice of an alleged incident, claim, or complaint related to any alleged death, injury, and/or damage to persons and/or to public or private property (the "incident, claim, or complaint"), the Consultant or its agent(s) shall provide to the Village and to any third-party person making such claim or complaint an initial written response relative to such incident, claim or complaint, and the efforts and current progress of the Consultant and/or its agents to date toward the resolution of such incident, claim or complaint.
- D. If complete resolution of the incident, claim, or complaint has not been reached within the aforesaid ten (10) business day period, the Consultant or its agent shall continue to use all reasonable efforts to fully resolve the incident, claim, or complaint, and to that end, further updated written status reports of resolution, or progress toward resolution, as the case may be, of such incident, claim, or complaint shall be provided to the Village by the Consultant not less than monthly until such incident, claim, or complaint is fully resolved.
- E. The Consultant or its agents will be expected to fully resolve most incident(s), claim(s), or complaint(s) involving minor damage to public or private property within said initial ten (10) business day period after the Consultant receives its initial verbal or written notice of such incident, claim, or complaint.

11. Insurance:

A. Prior to Commencement of Work:

(i) Prior to commencement of any Services under the Contract Documents, Consultant shall supply to the Village certificates of insurance as specified below. Consultant shall not start the Services contemplated by the Contract until Consultant has obtained all insurance required under this Paragraph 11, and all such insurance coverage has been obtained and approved by the Village Manager, or his designee.

(ii) Minimum Scope of Insurance:

Coverage shall be at least as broad as Insurance Services Office ("ISO") Commercial General Liability occurrence form CG 00 01 04 13 with the "Village of Orland Park and its officers, officials, employees, agents and volunteers" named as additional insureds on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements (or their substantial equivalents): ISO Additional Insured Endorsement CG 20 10 04 13 or CG 20 26 04 13, and CG 20 01 04.

If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.

B. Insurance Required: The Consultant shall procure and maintain, for the duration of the Contract, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, its employees, subconsultants, and other agents, and:

(i) Commercial General Liability:

(a) \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be \$2,000,000.

(b) The Village of Orland Park, and its officers, officials, employees, agents and volunteers, are to be named and covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant, or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Village of Orland Park and its officers, officials, employees, agents and/or volunteers.

- (c) The Consultant's insurance coverage shall be primary and non-contributory as respects the Village of Orland Park and its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the Village of Orland Park and/or on behalf of its officers, officials, employees, agents and/or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of any applicable insurance policies shall not affect coverage provided to the Village of Orland Park and/or its officers, officials, employees, agents and/or its volunteers.
 - (e) The Consultant's insurance shall contain a Severability of Interests/Cross-Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - (f) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form", then the Consultant shall be required to name the "Village of Orland Park, and its officers, officials, employees, agents and volunteers" as additional insureds.
 - (g) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
 - (h) The Consultant and all subconsultants hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Village of Orland Park, and/or by its officers, officials, employees, agents and/or its volunteers. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable.
 - (ii) ISO Business Auto Liability coverage form number CA 00 01, Symbol 01 "Any Auto": \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury.
 - (iii) Workers' Compensation Insurance:
Such coverage as required by the Workers' Compensation Act of the State of Illinois with coverage of statutory limits and Employers' Liability Insurance with limits of \$500,000 per accident. The insurer shall agree to waive all rights of subrogation against the "Village of Orland Park, its officers, officials, employees, agents and volunteers" for losses arising from work performed by the Consultant for the Village.
 - (iv) Professional Liability:
 - (a) Professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
 - (b) If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
 - (v) Umbrella Policy:
If the general aggregate limit for Commercial General Liability coverage provided is less than \$2,000,000, pursuant to Section 11(B)(i) above, then a \$2,000,000 Umbrella Policy shall also be provided which policy shall follow all required coverages as set forth above, other than Worker's Compensation and Professional Liability coverages.
 - (vi) Cyber Liability Coverage: for losses arising out of the Consultants work or work product resulting from a network/data breach, malware infection, cyber extortion, ransomware, exposure of confidential, personally identifiable and financial information, intellectual property and other related breaches. This coverage will apply to but not limited to damages for notification cost, credit monitoring expenses, public relations expenses, computer system/software damage and related financials losses.
- C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Village of Orland Park.
- D. All Coverages:
- (i) No Waiver. Under no circumstances shall the Village, or its officers, officials, employees, agents or

- volunteers be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
- (a) Allowing work by Consultant or any subconsultant to start before receipt of Certificates of Insurance and Additional Insured Endorsements.
 - (b) Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
- (ii) Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
 - (iii) When requested by the Village Manager, or his designee, Consultant shall promptly provide the respective original insurance policies for review and approval by the Village Manager, or his designee.
- E. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and approved to do business in the State of Illinois.
- F. Verification of Coverage: Consultant shall furnish the Village of Orland Park with certificates of insurance naming the "Village of Orland Park, its officers, officials, employees, agents and volunteers", as additional insureds (except on Professional Liability), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Village Manager, or his designee, before any work commences. The following additional insured endorsements may be utilized (or their substantial equivalent): ISO Additional Insured Endorsements CG 20 10 04 13 or CG 20 26 04 13, and CG 20 37 04 13 – Completed Operations, where required. In the event a claim is filed, the Village reserves the right to request full certified copies of the insurance policies and endorsements.
- If this box is checked, a Completed Operations Endorsement (CG 20 37 04 13) is also required.
- G. Subconsultants: Consultant shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each subconsultant. All coverages for subconsultants shall be subject to all of the requirements stated herein.
- H. Assumption of Liability: Consultant assumes liability for all injury to or death of any person or persons including employees of the Consultant, any subconsultant, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this Contract.
- I. Insurance Certifications: In addition to providing Certificates of Insurance as required by the contract documents, the Consultant shall submit to the Village a signed certification with each Request for Payment, stating that all the insurance required of the Consultant remains in force. Failure to submit such a certification shall be grounds to withhold payment in full or in part.
- J. Insurance Requirements Cannot Be Waived by Village: Under no circumstances shall the Village be deemed to have waived any of the insurance requirements of the related Contract by any act or omission, including, but not limited to: (1) allowing the Work to commence by the Consultant or any subconsultant of any tier before receipt of Certificates of Insurance; (2) failing to review any Certificates of Insurance received; (3) failing to advise the Consultant or any subconsultant of any tier that any Certificate of Insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner; or (4) issuing any payment without receipt of a Sworn Statement from the Consultant and all subconsultants of any tier stating that all the required insurance is in force. The Consultant agrees that the obligation to provide the insurance required by this Agreement or any of the contract documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Village. Consultant shall also protect the Village by specifically incorporating this Paragraph into every subcontract entered into relative to the Work contemplated herein and also requiring that every subconsultant incorporate this Paragraph into every sub-subcontract it enters into relative to the Work contemplated herein.
- K. Liability of Consultant and Subconsultant is Not Limited by Purchase of Insurance: Nothing contained in the insurance requirements of this Agreement or any Contract Documents is to be construed as limiting the liability of the Consultant or the liability of any subconsultant of any tier, or either of their respective insurance carriers. The Village does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect the Village, the Consultant, or any

subconsultant's interest or liabilities, but are merely required minimums. The obligation of the Consultant and every subconsultant of any tier to purchase insurance shall not, in any way, limit their obligations to the Village in the event that the Village should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of the loss which is not covered by either the insurance of the Consultant or any subconsultant's insurance.

- L. Notice of Bodily Injury or Property Damage: The Consultant shall notify the Village, in writing, of any actual or possible claim for personal injury or property damage relating to the Work, or of any occurrence which might give rise to such claim, promptly upon obtaining first knowledge of same.
- M. Updated Proof Required: The Consultant agrees that at any time upon the demand of the Village, updated proof of such insurance coverage will be submitted to the Village. There shall be no additional charge to the Village for said insurance.
- N. Higher and More Expansive Standard Applicable: To the extent other insurance requirements of the Contract Documents contradict this Paragraph 11, the more expansive and higher standard, in terms of type and amount of coverage, shall govern.

12. Indemnity:

- A. To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Consultant and any Consultant Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Consultant, any Consultant Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Consultant of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for the Consultant or any other party under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts, or (ii) pursuant to any common law or case.

In addition to the indemnification provided above, Consultant will indemnify, defend and hold harmless the Village, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Deliverables or other materials supplied to the Village or used by the Village in the manner recommended by the Consultant, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited (i) by a limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any other party pursuant to any common law or case.

- B. Consultant expressly understands and agrees that any performance bond or insurance policies required by this Contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its elected and appointed officials, employees or agents as herein provided.

- C. Consultant further agrees that to the extent that money is due the Consultant by virtue of this Contract as shall be considered necessary in the judgment of the Village, such funds may be retained by the Village to protect itself against said loss until such claims, suits, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the Village.
 - D. In the event that the Village is not immune from liability under any applicable law, and only in such event, the Village hereby agrees to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Village's negligent acts in connection with the Project and the acts of the Village, and/or any of its officers, trustees and/or employees.
 - E. The provisions of this Paragraph 12 shall survive any termination of the Contract.
13. Village Confidential Information:
- A. Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Consultant in the course of its performance of Services hereunder. Confidential Information will include Deliverables, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.
 - B. Use of Confidential Information. The Consultant (i) will use Confidential Information only in connection with Consultant's performance of the Services, and (ii) will not disclose Confidential Information except to the Consultant's employees and Consultant Related Parties to the extent such employees or Consultant Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Consultant wishes to disclose Confidential Information to a Consultant Related Party, the Village must first consent to such disclosure and the Consultant Related Party must agree in writing to be bound by the terms and conditions of this Paragraph 13, in a document satisfactory to the Village. The Consultant will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Consultant, including Consultant's employees and Consultant Related Parties. This section does not apply to any information that (a) the Consultant can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (b) the Consultant develops independently without use of any Confidential Information, (c) the Consultant rightfully receives from a third party without any obligation of confidentiality to such third party, (d) is or becomes publicly available without breach of this Agreement, or (e) must be disclosed as required under applicable Law; provided, however, that the Consultant must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.
 - C. Authority Confidential Information. The Consultant understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Consultant's obligations and the Village's rights with respect to Confidential Information described in Section 13.B above.
14. Standard of Performance: The Consultant must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard"). All Services shall be performed by the Consultant in a prompt and expeditious manner and the Consultant shall be responsible for all Services provided under this Agreement whether such Services are provided by the Consultant or by Consultant Related Parties hired by the Consultant. The Consultant will perform the Services promptly and without unreasonable delay and will give all Services such priority as is necessary to cause the Services to be provided hereunder to be properly performed in a timely manner and consistent with sound professional practices and standards. The Consultant and any Consultant Related Party must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any laws, the Consultant and all Consultant Related Parties must be suitably licensed or

certified to perform the Services. In connection with the execution of this Agreement, the Consultant warrants and represents as follows:

- A. Feasibility of Performance. The Consultant (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.
 - B. Ability to Perform: The Consultant hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (a) the Consultant is financially solvent; (b) the Consultant, and each has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (c) the Consultant possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (d) the Consultant has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (e) the individual(s) executing this Agreement are duly authorized to sign the same on the Consultant's behalf and to bind the Consultant hereto; and (f) the Consultant will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.
 - C. Authorized to do Business in Illinois: The Consultant certifies that it is a legal entity authorized to do business in Illinois, 30 ILCS 500/1.15.8, 20-43.
 - D. Certification to Enter into Public Contracts: The Consultant certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or violating the prohibition set forth in Section 50-10.5(e) of the Illinois Procurement Code, 30 ILCS 500/50-10.5e or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating.
 - E. Payment to the Illinois Department of Revenue: Consultant certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue.
 - F. Debarment. The Consultant certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any federal department or agency. The Consultant will not knowingly use the services of any related party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.
 - G. Interest of members of the Village: Consultant certifies that no member of the governing body of the Village and no other officer, employee, or agent of the Village who exercises any functions or responsibilities in connection with the planning or carrying out of the Services, has any personal financial interest, direct or indirect, in this Agreement; and the Consultant shall take appropriate steps to assure compliance.
 - H. Interest of Professional Services Provider and Employees. Consultant certifies that it presently has no interest and shall not acquire interest, direct or indirect, in the various project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of Consultant Services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.
15. No Conflicts of Interest: The Consultant warrants that it has no conflict of interest and has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift(s), or any other consideration, contingent upon or resulting from the award or the making of this Contract.
 16. Compliance with Laws: In the performance of the Services, the Consultant shall comply, and must cause any Consultant Related Party to comply, and must ensure that the Services comply, with all applicable

federal, state, and local laws, ordinances, rules and regulations, and any and all orders and decrees of any court, administrative body or tribunal applicable to the performance of the Contract. Included within the scope of the laws, ordinances, rules and regulations referred to in this paragraph, but in no way to operate as a limitation, are: Occupational Safety & Health Act (“OSHA”); Illinois Department of Labor (IDOL”), Department of Transportation, and all forms of traffic regulations; public utility, Intrastate and Interstate Commerce Commission regulations; Workers’ Compensation Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Human Rights Act, and EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by the Consultant if requested by the Village.

17. Employment Conditions: Equal Employment Opportunity Clause. In the event of the Consultant’s non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 et seq.) (the “Human Rights Act”) or the rules and regulations (the “Rules and Regulations”) of the Illinois Department of Human Rights (for the purposes of this Article 10, the “Department”), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:
 - (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the Consultant’s obligations under the Human Rights Act and the Department’s Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules and Regulations, the Consultant will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
 - (5) That it will submit reports as required by the Department’s Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the Village, and in all respects comply with the Human Rights Act and the Department’s Rules and Regulations.
 - (6) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department’s Rules and Regulations.
 - (7) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement’s obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the Consultant will be liable for compliance with applicable provisions of this clause 10.1 by such subconsultant s, and it will promptly notify the Village and the Department in the event any subconsultant fails to or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Public Works Employment Discrimination Act: The Consultant certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.). In confirmation and furtherance of the foregoing, the Consultant agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

Drug-Free Workplace: The Consultant certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.) and that it will comply with all provisions thereof.

Disadvantaged Business Enterprise Assurance: In accordance with 49 CFR Part 26.13(a), as amended, the Consultant assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation ("USDOT") or in the administration of its Disadvantaged Business Enterprise ("DBE") program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Consultant assures the Village that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Consultant's DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Consultant, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Consultant of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 et seq., as amended. The Consultant further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

18. Certifications: By the execution of this Agreement, the Consultant certifies that: (1) the Consultant is not delinquent in the payment of any tax administered by the Illinois Department of Revenue as required by 65 ILCS 5/11-42.1-1; (2) the Consultant has a written sexual harassment policy as required by and shall otherwise comply in all respects with the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)); (3) the Consultant will provide a drug-free workplace as required by and shall otherwise comply with the Illinois Drug-Free Workplace Act (30 ILCS 580/1, et seq.); (4) the Consultant has in place a written policy as required by and that it does and shall otherwise comply with the Illinois Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.); and (5) the Consultant is not and/or was not barred from bidding on this Contract pursuant to Section 33E-3 or 33E-4 of the Illinois Criminal Code (720 ILCS 5/33E-3 and 5/33E-4).
19. Project Documentation: Upon execution of this Agreement relative to the Project, notwithstanding anything contained in any other Contract Documents to the contrary, the Consultant and its Consultant Related Parties agree to and shall release to the Village any and all right, title, and interest in and to any and all Project Documentation depicting, documenting, or recording the Services, and/or the Work, and/or the Project which is the subject of the Contract Documents, prepared or created by the Consultant and/or its subconsultants, including but not limited to any and all drawings, plans, specifications, photos, reports, videos, and/or other recordings on any electronic media (sometimes collectively referred to as "Project Documentation"), and any and all of such Project Documentation shall become the property of the Village. The Consultant and its subconsultants further warrant to the Village that they have the legal right to convey said Project Documentation to the Village. The Work contemplated by the Contract Documents shall not be

considered complete until and unless legible and complete physical and electronic copies of all such Project Documentation have been delivered to the Village. The Village may reuse Project Documentation without the prior written authorization of the Consultant, but the Village agrees to waive any claim against the Consultant arising from any unauthorized reuse or modification of the Project Documentation.

20. Illinois Freedom of Information Act: The Illinois Freedom of Information Act (FOIA) applies to public records in the possession of a party with whom the Village has an Agreement. The Village of Orland Park will have only a very short period of time from receipt of a FOIA request to comply with the request, and there is a significant amount of work required to process a request including collating and reviewing the information. Vendor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. Vendor agrees to indemnify and hold harmless the Village from all claims, costs, penalty, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this agreement.
21. Independent Contractor : It is mutually understood and agreed that the Consultant shall have full control of the ways and means of performing the Professional Services referred to above and/or which is the subject of this Agreement and the related Contract and that the Consultant or his/its employees, representatives or Subconsultants are in no sense employees of the Village, it being specifically agreed that in respect to the Village, the Consultant and any party employed by the Consultant bears the relationship to the Village of an independent contractor.
22. Duration: This Master Services Agreement shall be in effect for a term of three (3) years, with an option to extend for two (2) additional years at the Village's discretion, but the obligations of the Consultant under Paragraphs 12 and 13 shall continue after such termination.
23. Advertisement: The Consultant is specifically denied the right to use in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.
24. Amendments: No agreement or understanding to modify this Agreement or the related Contract Documents shall be binding upon the Village unless in writing and signed by the Village's authorized agent. All specifications, drawings, and data submitted to the Consultant with this Agreement or the related Contract Documents are hereby incorporated and made part thereof.
25. Termination; Remedies: Notwithstanding any other provision hereof, the Village may terminate the Agreement in the event of a default by the Consultant or without cause at any time upon fifteen (15) days prior written notice to the Consultant. In the event that the Agreement is so terminated and the Consultant is not in default or breach of this Agreement, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed which shall be determined on the basis of the rates set forth in the Consultant's Proposal. Without invalidating this Agreement or any other Scope of Work in progress at the time, any single Scope of Work may be terminated upon fifteen (15) days' notice to Consultant, and neither Party shall have any further liability thereunder.
26. Supersede: The terms, conditions and specifications set forth in this Agreement shall supersede, govern, and prevail over any inconsistent terms, conditions, and/or specifications on any other Contract Documents.
27. Severability: In the event any section, subsection, paragraph, sentence, clause, phrase or provision of this instrument or part thereof shall be deemed unlawful, invalid, unenforceable or ineffective by any court of competent jurisdiction, such decision shall not affect the validity, enforceability or effectiveness of the remaining portions of this instrument.
28. Facsimile or Digital Signatures: Facsimile or digital signatures shall be sufficient for purposes of executing, negotiating, and finalizing this Contract, and this Contract shall be deemed delivered as if containing

original signatures if such delivery is made by emailing a PDF of a scanned copy of the original, hand-signed document, and/or by use of a qualified, established electronic security procedure mutually agreed upon by the Parties.

29. Counterparts: This Agreement may be executed in one or more counterparts, which counterparts when affixed together, shall constitute one and the same original document.
30. No Third Party Beneficiaries: The Parties do not intend to confer any benefit hereunder on any person, firm or corporation other than the Parties hereto.
31. Entire Agreement: The Contract Documents (including all Exhibits attached thereto which by reference are made a part of the Agreement) and all other written agreements signed by all of the Parties hereto which by their express terms are a part of the Contract Documents, are the final expression of, and contain the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior understandings with respect thereto.
32. No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Consultant, or by any assignee or Consultant Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.
33. No Liability of Funding Agencies. IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Consultant or Consultant Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Consultant or Consultant Related Parties
34. Developments and Intellectual Property Rights.
 1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Consultant or any of its employees, agents or Consultant Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Consultant or the Consultant Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding). The Consultant hereby assigns (and agrees to cause all Consultant Related Parties to assign) to the Village, and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Consultant 's (or the Consultant Related Parties') entire right and interest in any such Development, and will execute (or cause the Consultant Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Consultant agrees to enter into agreements with all of its Consultant Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)), and the Consultant agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Consultant

made prior to the Consultant 's retention by the Village, or to any inventions that the Consultant develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Consultant performs for the Village. The Consultant hereby grants to the Village (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, worldwide, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required to use fully and completely the Developments. The Consultant will provide to the Village materials that are not Developments only to the extent the Consultant has the right to make the foregoing license.

2. This Agreement will not preclude the Consultant from using its general knowledge, skills and experience for its other clients, provided that the Consultant does not use in connection therewith any Developments or Confidential Information
 3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Consultant will immediately provide to the Village the then-current version of any Developments in the Consultant 's possession, indexed and arranged to the satisfaction of the Village.
35. **Joint and Several Liability.** In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation and undertaking of each such individual or other legal entity.
36. **No Waiver** No course of dealing or failure of the Village and/or the Consultant to enforce strictly any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officer in quadruplicate counterparts, each of which shall be considered as an original.

CONSULTANT: Kluber, Inc.

VILLAGE OF ORLAND PARK

By: E-SIGNED by Christopher Hansen
on 2022-04-05 16:12:31 GMT

By: E-SIGNED by George Koczwar
on 2022-04-05 17:32:04 GMT

Name: Christopher Hansen

Name: George Koczwar

Its Vice President and Authorized Agent

Title: Village Manager

<u>EXHIBIT A</u> [ATTACH] Scope of Work as set forth in Consultant's Proposal(s)
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<u>EXHIBIT B</u> [ATTACH IF REQUIRED] Schedule of Fees
--



Village of Orland Park Request for Qualifications

February 17, 2022

Professional MEP and Architectural Services

Submitted To:
Village of Orland Park
Office of the Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois

Submitted By:
Kluber Architects + Engineers
Aurora, IL 60506
Phone: 630.406.1213
Fax: 630.406.9472
Email: mkluber@kluberinc.com

Table of Contents

- 1 Letter of Interest
- 2 Company Experience and Operating History
- 3 Staff Qualifications
- 4 Past Experience
- 5 References
- 6 Required Forms





Village of Orland Park
Office of the Village Clerk
14700 South Ravinia Avenue
Orland Park, Illinois 60462

February 17, 2022

Re: Request for Qualifications – Professional MEP and Architectural Services

Dear Purchasing Manager,

Kluber Architects + Engineers is thrilled to present our qualifications for architectural and engineering services to the Village of Orland Park. It is our understanding that the Village wishes to select a pool of firms who can provide architectural design and mechanical, electrical, and plumbing services for its various facilities.

Our firm is the most qualified firm to complete the aforementioned work for your Village because of our extensive knowledge and experience in designing projects of all sizes for local municipalities. Furthermore, **we have licensed, in-house architects and engineers** who are experts at conducting cohesive, well-communicated, and efficient projects. Having these disciplines under one roof will make coordinating each of your projects a breeze.

Kluber Architects + Engineers is known throughout Illinois for our comprehensive design services. Our team brings a strong track record for completing successful projects for units of government including State, County, and Municipal. We pride ourselves on the efficiencies of both our design and construction process. Our unique ability to engage all stakeholders and draw out their needs and wants for their facilities while staying true to a budget is precisely what the Village of Orland Park is seeking in its selection of firms.

You will find in our proposal that our firm has a track record of award-winning projects, including several APWA Project of the Year accolades. These accomplishments only scratch the surface of the wealth of knowledge our team possesses, and we encourage you to contact our references listed on page 37 to learn about our positive reputation in the government sector.

For your projects, Chris Hansen will lead the team as Project Manager. Chris has several decades of experience working in the government sector and has led countless successful projects during his tenure, ranging from new Public Works facilities to Police Department renovations. In addition to Chris, we will deploy a team of highly experienced, results-oriented licensed engineers and architects who are adept at the collaboration and knowledge necessary to deliver successful projects.

We are confident that our skills, expertise, and team are an excellent fit for the Village of Orland Park. We will provide the support your leaders require to make the best decisions possible for the Township and the community you serve.

Warm Regards,

A handwritten signature in blue ink that reads "Chris Hansen".

Christopher Hansen
Vice President

Corporate Office
41 W. Benton Street
Aurora, Illinois 60506
630.406.1213

Chicago Office
222 S. Riverside Street Plaza, Ste. 1500
Chicago, Illinois 60606
312.667.5670

Bloomington Office
2401 E. Washington St., Suite 200-B2
Bloomington, Illinois 61704
309.430.6460



Firm Information

Kluber Architects + Engineers is an integrated values-driven architectural and engineering firm with in-house architects, structural, electrical, and mechanical engineers. Our team of professionals is deeply committed to serving as leaders in their individual fields and consistently exceeding the needs and expectations of our clients with innovative, sustainable, and award-winning projects. Our team builds relationships through the trust of each client by serving as a reference and guide throughout the entire life of their project and buildings.

Kluber is known throughout Northern Illinois for our excellent reputation in planning, designing, engineering, maintaining, improving, and construction of a broad range of facilities with a focus in the municipal sector. Additionally, we bring expert knowledge of local codes, processes, and community regulations that are critical to any successful project.

We are focused on our clients at the local, state, county and federal levels and are able to work within the municipal environments and challenges at each level of government. Additionally, we have the knowledge to navigate building codes and the permitting process. Our sustainability knowledge guides our clients in making better choices moving into the future. Kluber staff members are LEED® Accredited Professionals and we have a Certified Energy Manager on staff to help our clients navigate current energy incentives and rebates.

Illinois S-Corporation

Year Founded
1988

President/Contact
Michael T. Kluber
mkluber@kluberinc.com
630.406.1213 Office
630.406.9472 Fax

Corporate Office
41 W. Benton Street
Aurora, Illinois 60506
Phone: 630.406.1213

Chicago Office
222 S. River St. Plaza, Suite 1500
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Phone: 312.667.5670

Bloomington Office
2401 E. Washington St., Suite 200-B2
Bloomington, Illinois 61704
Phone: 309.430.6460

www.kluberinc.com

Core In-House Services

- Architecture
- Electrical Engineering
- Fire Protection
- Mechanical Engineering
- Plumbing Engineering
- Structural Engineering
- Technology Infrastructure
- Construction Services
- Master Planning
- Deferred Maintenance Planning
- New Construction
- Facility Additions and Renovations
- Infrastructure Systems Retrofits

THE KLUBER PROMISE



We will execute every project with the highest level of attention.

Our accurate, reliable, and detailed design solutions will meet your needs, minimize change orders, and result in projects that are both on-time and on-budget.



We will earn your trust.

Kluber will be your partners and advocates. Not to mention, our commitment doesn't end when the project is finished. We'll be here to guide you through maintenance, improvements, and renovations.



We will help you balance short-term project costs with long-term costs.

Our firm will be here to help you understand and evaluate design choices that impact the lifetime costs of your buildings.



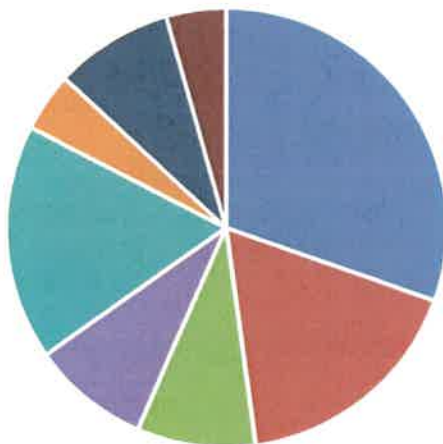
Firm Information Continued

Kluber Architects + Engineers maintains offices in Kane, Cook, and McLean County, Illinois. Our Kane County office will be the principal office to serve your Village. Headquartered in Aurora, our organization has a long history of working and supporting the municipalities in the State of Illinois.

Our firm was founded in 1988. We are a medium-sized firm comprised of architects and mechanical, electrical, and structural engineers. Our team of design professionals is deeply committed to serving as leaders in their individual fields and consistently exceeds the needs and expectations of our clients with innovative, sustainable, and award-winning projects. We achieve **trust with each of our clients** and serve as their advocate through the entire life of their buildings. Our approach is to provide a personalized service for each project.

The firm has conducted business under the following names:
 Kluber Architects + Engineers – 2010 to Present
 Kluber, Skahan + Associates, Inc. – 2001 to 2010
 Kluber Engineering & Architecture, Inc. – 1995 to 2001
 Kluber Engineering Consultants, Inc. – 1988 to 1995

CURRENT IN-HOUSE STAFF



- Architect
- Interior Designer
- Structural Engineer
- Electrical Engineer
- Mechanical Engineer
- Security Designer
- Administrative
- Marketing

AWARDS

APWA Project of the Year – Structures Less than 5 Million - 2017

Fox River Grove Public Works Facility

APWA Project of the Year – Fox Valley Branch | Chapter Award – 2016

South Elgin Public Works Facility & Salt Dome

APWA Project of the Year – Less Than \$5 Million- Structures - 2015

DuPage County Public Works Vector Receiving Station

Outstanding Design for the ECC Health and Life Sciences Building – 2014

American School & University Magazine

Architectural and Interior Design Showcase for the ECC Health and Life Sciences Building – 2014

Learning By Design Magazine

Project of the Year Award for the ECC Health and Life Sciences Building – 2013

Construction Industry Service Corporation

Ole Award for New Construction for the Kluber Architects + Engineers Office – 2011

Batavia Chamber of Commerce

Notable Career, Station Style Design Award for Zion Fire Department Station – 2009

Fire Chief Magazine

Notable Career, Station Style Design Award for Batavia Eastside Fire Department – 2008

Fire Chief Magazine

Crow Island School Citation for the Commons Area at Oswego East High School – 2005

American School & University Magazine





Professional Services

Services Key:

- Basic Services Provided by Kluber Architects + Engineers
- Available Services Provided by Kluber Architects + Engineers
- Relevant Architecture/Engineering Services Not Provided by Kluber

Architectural Services

- Architectural Design
- Architectural Programming
- Masonry Consulting
- Roof Consulting
- ADA Reviews
- Site Selection Assistance
- Municipal Plan Review
- Municipal Architectural Review
- Expert Witness and Forensics
- Cost Estimation

Sustainability

- Energy Analysis & Modeling
- Energy Grant Applications
- LEED Certification/Registration
- Energy Star Compliance

Owner Services

- High Performance Facilities Improvement Plans
- Facilities Maintenance Plans
- Capital Improvement Plans
- Master Planning
- Peer Drawing Review
- Property Condition Assessments
- Owner Representative Services
- Decennial Life Safety Surveys for K-12
- Facility Needs Assessments
- Municipal Plan Reviews
- Plan Commission/Zoning Reviews
- Rebates and Grant Writing

Structural Engineering Services

- Structural Design
- Load Capacity Investigations
- Value Engineering
- Peer Review
- Failure Analysis

Mechanical Engineering Services

- HVAC System Design
- Plumbing System Design
- Fire Suppression System Design
- Central Plant Design and Documentation
- Geothermal Heating and Cooling Systems
- Geothermal HPS Remediation
- Variable Refrigerant Primary
- Medical Gas Piping
- Energy Modeling
- Coordination Studies

Electrical Engineering Services

- Lighting Design
- Power Distribution Design
- Fire Alarm
- Code Conformance Consulting
- Technical Infrastructure Design
- Lighting Retrofits
- Energy Analysis
- Deep Energy Retro-fits
- Arc Flash Calculations
- Low Voltage Design
- Emergency and Stand-By Electrical Services
- Cogeneration
- Renewable Energy
- Electrical Commissioning
- Coordination Studies

Consultant Services

- Civil Engineering
- Storm Water Management
- Landscape Design
- Environmental Studies



Working with Municipalities in Illinois

Kluber's team of design professionals has worked on quite the variety of projects for municipalities in Illinois. We have found that the needs of each individual facility and organization are unique. So, collaboration is important in finding the right ways to express organizational goals in a definitive fashion. Our approach is to become a thought leader from both a concept and implementation perspective. We want to bring out the best in our clients and deliver practical, yet innovative solutions that will meet your facility needs.



Kluber has been involved in numerous municipal and county-level projects which have required our designers to be active listeners and highly collaborative.

We pride ourselves at our ability to bring numerous stakeholders together, which is a must for any architecture and engineering firm in a successful working relationship with a municipality. Through our experience, we know this is a unique quality of our firm.

Most notably, our firm was retained by the Village of Glenview for a six-year term. Since then, we have been chosen to perform several projects for the Village, ranging from fire station improvements to roof repairs and envelope studies. We encourage you to contact our reference at the Village to hear firsthand their positive experience with our firm.

Village of Glenview Reference:

Daniel Levinson, Management Analyst II
dlevinson@glenview.il.us / 847-904-4525



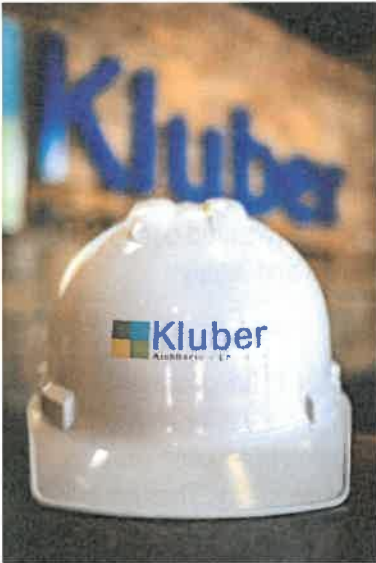
Our Differentiator

Kluber Architects + Engineers knows how important it is to engage stakeholders in unique ways. Collaboration throughout the entire design process ensures that our design solutions will meet the long-term needs of your staff, stakeholders and community.

Furthermore, the Kluber Architects + Engineers team has the industry experience and knowledge to assist you in strategically scheduling your projects in the market.



Quality Assurance and Quality Control



Quality Control is a way of life for a continuously-improving organization like Kluber. We use the built-in phases of a project as our chance to spot-check all elements of the project. Is the project on time? Is it currently on-budget? If not, why not? Does the scope continue to meet the stated goals of the project?

If any of these elements are out of balance, we communicate with our clients and let them know our plan to get back on track. Consistency is the key to high quality control management.

Cost Control Procedures are often considered after bids have been received. However, cost control is best done throughout the design of a construction project. Kluber uses the phases of the project to spot-check all components of scope, schedule, and budget. The real creativity of cost control is a team-based approach that generates alternatives to existing solutions.

This is done through collaboration and throughout designing.

Whether it is changes in materials to save costs or reviewing mechanical systems, the key to success is maintaining value in the finished product while reducing costs. We bring you valuable data to make sound decisions.

A Case Study | Will County Health Department

Located in Joliet, Illinois, Will County Health Department was an aging facility in desperate need of repair. The Health Department selected Kluber Architects + Engineers to design their brand-new facility, and Leopardo was hired as the Construction Manager. As part of the project, their old facility was demolished.

In a multi-step process that involved both demolition and new construction, quality control and proper project management was imperative. As such, Kluber implemented several checkpoints along the way and remained in regular contact with the project owner to ensure all aspects of the project were being completed efficiently.

Factors that aided in the efficiency and quality management of this project included Kluber's in-house architecture and engineering team, our communication and accountability protocols, and quality checkpoints through each phase of the project.



Approach to Cost and Change Order Control

Kluber Architects + Engineers recognizes that your community has trusted you to stay within your budget and ensure your facilities last long after the bills are paid. Simply put, we know how critical budget projections are to the success of your projects and this is always at the forefront of what we do.

For that reason, our firm performs cost estimating in-house. Our experienced discipline leaders have developed accurate cost estimates within 2% of bid amounts That is an incredible record! This serves as experience we can call on to **ensure accurate project scheduling and cost estimating**. We have a proven history of completing projects on time, as well as within budget.

Value engineering is often considered after bids have been received. However, Kluber believes it is best to consider it throughout the design of a construction project instead. Our firm uses the phases of your project to spot-check all components of scope, schedule, and budget. The true creativity of value engineering is a team-based approach that generates valuable alternatives to existing solutions.

Our in-depth market knowledge and cost estimating database includes 30 years of project history within the market. These historical references, when combined with our accurate cost estimating procedures, should reassure the Village that Kluber Architects + Engineers is a firm they can count on when it comes to quality design, engineering, and cost estimating. Better yet, our firm will have an open dialogue with you through each phase.



From changing materials to save costs to reviewing mechanical systems, Kluber believes the key to success is maintaining value in the finished product while reducing costs.



Municipal Sector Project List

Discipline Key:

- Architectural
 ● Mechanical
 ● Electrical
 ● Structural
 ● Specialty

City of Aurora

- ● ● Police Headquarters Roof Replacement
- ● ● City Hall HVAC Systems Upgrade
- ● ● Central Garage Reroofing
- ● ● ● City Hall 5th Floor Remodeling
- ● ● ● Downer Place Remodeling
- ● City Hall Alternative Source Electrical Systems Upgrade
- ● ● ● Hogan Building Renovation
- ● ● City Hall Generator
- ● ● Fire Station No. 1 Optional Standby Power
- Fire Station No. 8 Improvements
- ● Fire Station Electrical Improvements
- ● ● ● Mayor's Office HVAC Upgrades
- ● 911 Center Cooling
- ● ● ● LaSalle Street Conceptual Design
- ● Police Station Water Infiltration Study
- ● Police Department UPS Assessment Study
- ● ● ● Elmslie Building Façade
- ● Fire Station #3 Emergency Generator
- ● ● ● MIS Renovation
- ● Central Garage – Space Feasibility Study

City of Batavia

- ● ● ● HVAC Replacement
- ● Roof Reinforcing

City of Lockport

- ● ● ● Public Works Facility

City of Naperville

- ● ● ● Household Hazardous Waste Facility

City of Park City

- ● ● City Hall Remodeling
- ● ● City Hall Community Building

City of St. Charles

- ● Cable Storage Building

City of Wood Dale

- ● ● ● Commuter Train Depot Rehabilitation
- Public Works Facility Feasibility Study
- ● ● ● Commuter Train Depot Revised Plans

City of Zion

- Historic Dome Renovation
- City Hall Roof
- City Hall Repairs
- ● HVAC Test
- Zion Theater Building
- Zion Township Offices Remodeling
- Zion Public Works Building
- Handicapped Bathrooms
- Cookie Factory Inspection
- ● Post and Beam Building Review
- Building Review
- ● Candy Factory Structural Review

Village of Bartlett

- Bartlett Hills Clubhouse Owner's Representative
- ● ● ● Bartlett Hills Golf Club HVAC Unit Replacement

Village of Fox River Grove

- ● ● ● Public Works & Salt Dome Facility

Village of Gilberts

- ● Police Station and Village Hall Space Needs Analysis

Village of Grayslake

- ● ● ● ● Heritage Center Annex
- ● Village Hall HVAC Work
- ● Parker Property Development Site Plan
- Fairgrounds Demolition
- ● Arbors and Fencing
- ● Park Design
- ● ● ● ● Museum Storage Building
- LEED Costs Study
- ● Grayslake Downtown Arbors
- ● ● ● Lake Street Train Station Warming Shelter and Kiosk
- ● Lake Street Train Station Platform Exhibit Renderings
- ● 2013 Grayslake Estimating
- ● Village Hall Exit Routes
- ● Grayslake Pool ADA Requirements
- Heritage Center Double Doors
- ● ● ● New Village Hall
- ● ● ● New Police Station Addition



Grayslake Continued

- Clock Tower Repairs
- ● Washington Street Parker Property
- ● Village Hall Parking Landscape Review
- ● Fairground Consulting Services
- ● Lakefront Lodge Inspection Audits
- ● Lakefront Lodge Special Use Inspec. & Review
- ● Downtown Design Development
- ● Reservoir Standby Power Generator
- ● Village Ordinance Review
- Public Works Siding and Demolition
- ● Veterans Memorial Modifications
- ● ● ● Grayslake Fire Station
- Public Works Building Facade Refinishing
- Aquatic Center Remodeling
- Police Station
- Pool and Civic Center
- Public Works Garage
- Senior Housing
- ● Village Center Archway
- ● Washington Village Townhome Review
- Police Station Lower-Level Remodeling
- Village Hall Office Space Remodeling
- Grayslake Golf Course Clubhouse
- ● ● Heritage Center Basement Flood Damage
- ● Seymour Park Arbor & Fencing
- Lake Street Metra Station Heating Issues

Village of Gurnee

- Public Works Fuel Island Canopy Review
- Police Department Water Prob. Remediation
- ● Fallen Soldier Memorial
- ● Police and Post Office Feasibility Study
- ● ● ● New Police Station
- ● ● ● Dairy Building Feasibility Study
- ● ● ● Fire Station No. 1 Women's Locker Room
- ● Gurnee Mills Inspection

Village of Hampshire

- ● ● ● Public Works Facility Programming
- ● Public Works Facility Study

Village of Lombard

- ● ● ● Utilities Building Expansion
- ● ● ● Fleet Services Facility

Discipline Key:

- Architectural
- Mechanical
- Electrical
- Structural
- Specialty

Village of Homewood

- ● Village Hall Renovation Study
- ● ● ● Village Hall Renovation

Village of Lake Villa

- ● Architectural Standards Development

Village of Lake Zurich

- ● ● Public Works Mezzanine Office
- North Building Demolition and Repair
- ● Old Rand Road Existing Condition Plans
- ● Space Analysis
- ● Planned Unit Development Standards

Village of Lindenhurst

- Storage Bin Removal
- ● Village Hall Renovation Study
- ● ● Village Hall Renovation
- ● ● ● Police Station Renovation

Village of Mundelein

- ● Development Standards

Village of North Aurora

- Well Pump Electrical Distribution Analysis
- Electrical Engineering Analysis
- ● Activity Center Structural Roof Issues
- ● ● ● Activity Center Building Demolition
- ● Police Department HVAC controls

Village of Oak Brook

- ● ● Village Hall Engineering Study and Report
- ● Y2K Temporary Electrical Services
- ● Electrical Study Butler Government Center
- ● ● ● Fire Station No. 2 HVAC System Upgrades
- ● ● ● Heritage Center HVAC Renovation
- ● Emergency Generator
- ● HVAC Gas Test Study
- ● Municipal Complex Gas Heat Transition
- ● ● ● Police Station Expansion Electrical Eng. Services
- ● ● ● Butler Government Center and Fire Station #3 Restroom Renovations
- ● Butler Government Center Fires Station Humidifier
- ● ● Butler Government Center Lower Lev. Public Restroom Renovations



Discipline Key:

- Architectural
- Mechanical
- Electrical
- Structural
- Specialty

Village of Oswego

- ● ● Public Works Maintenance and Storage
- Ogden Fall Street Lighting Compliance

Village of Pingree Grove

- ● ● Combined Village Hall & Public Works Facility

Village of Roscoe

- Space Needs Analysis
- ● ● New Police Station

Village of South Elgin

- ● ● Public Works, Salt Dome & Material Storage Facility
- ● ● ● Facility Assessment & Deferred Maintenance
- ● ● ● Village Hall and Police Department Renovations

Village of Volo

- Demolition Project
- Village Hall Water Treatment Vault
- Village Hall Lower-Level Build-Out
- Village Hall Basement
- Village Hall Communication, Data and Voice
- ● ● ● New Village Hall Facility
- ● Architectural Standards Development
- Public Works Facility
- Public Works Garage Flooring

Village of Wadsworth

- Village Hall Ceiling Replacement

Village of Winthrop Harbor

- Public Works Facility Expansion

West Deerfield Township

- New Township Office

Village of Winnetka

- ● Fire Department Dormitory Renovations

Village of Wheeling

- Public Works Facility

Village of Johnsburg

- ● ● ● Village of Johnsburg Village Hall and Police Station

Warren Township Center

- Storage Building
- ● Warren Township Complex Base Map
- Carpet Replacement
- Greenleaf Center Reroofing
- Truck Storage Building Reroofing
- Greenleaf Center Office Remodeling
- Teen Center
- ● High School Baseball Field Improvements
- Archival Storage Deck
- Storage Garage Concrete Replacement
- Highway Department - Break and Locker Room Remodeling
- Blending Pump Building
- Parks Department Expansion
- ● Existing Site Improvements
- Site Electric Consulting
- ● Field Lighting
- Parks Department Maintenance Garage
- Vehicle Storage Addition
- Salt Storage Reroof
- Amphitheatre Foundation and Skate Park
- Teen Center Remodeling and Observation Deck
- Playground
- Salt Storage Facility
- Maintenance Building
- Salt Dome
- ● Site Lighting
- ● Warren Township Center Addition Study
- ● ● Warren Township Center Reroof
- ● ● ● Warren Township Senior Citizen's Center Addition and Renovation
- Assessors Office Window Replacements
- Lighting Retrofits

Village of Campton Hills

- Village Hall and Police Station

Village of Glenview

- Downtown Metra Station Restrooms Upgrade
- Exterior Envelope Study
- Fire Stations #13 and 14 Maintenance Study
- Train Station Roofing Repair Study
- Depot Metra Station Roof Repair



Discipline Key:

● Architectural ● Mechanical ● Electrical ● Structural ● Specialty

Village of Glenview

- ● ● Downtown Metra Station Restrooms Upgrade
- ● Exterior Envelope Study
- ● ● Fire Stations #13 and 14 Maintenance Study
- ● Train Station Roofing Repair Study
- ● Depot Metra Station Roof Repair
- ● ● Fire Station 13 Improvements
- ● ● Fire Station 14 Improvements



Our Project Approach

Our focus throughout your projects is to lead the decision-making process in order to build the necessary consensus and buy-in of all stakeholders. This assures that the final design solution reflects your communities' wants and needs as well as the functional requirements, aesthetics, and budget constraints that form the framework for your projects.

Communication

When planning and designing a project, there are endless amounts of information created, collected, and dispersed. Project success is a result of trust, managed communication for the design team, owner, owner's representative and construction team members.

To streamline our design team communication/collaboration process, our Project Manager, Chris Hansen, will utilize web-based communication tools to manage agendas, assign and keep track of tasks and document our design and engineering decisions made by the parties involved. The use of the Teamwork Projects tool allows team communication and supporting design documentation to be accessed by assigned team members from any computer or smart phone with internet access. Having milestones, events and design documents readily available from the web allows for streamlined project management and timely decisions to be made.

Collaboration

The best design solutions are achieved through a collaborative process where ideas and concepts are shared across the entire project team of owners, stakeholders, subject matter experts, construction managers or general contractor and designers. Active listening, keeping an open mind, and collaboration are key elements to delivering a successful and meaningful project.

Phases of our Work

Though each project has its own unique requirements, our work generally follows a phased process that starts with concept creation and transitions to fine detail. All project goals and objectives will be developed by the Village, and Kluber will work with them to ensure each phase of the work is completed satisfactorily.



Project Kick-Off - Work Plan Creation

Project success depends on understanding objectives, shared goals, and individual responsibility. Our kick-off process creates visibility into the overall work by establishing goals, defining roles and setting up parameters to success.

This workshop with the stakeholders helps manage expectations and **becomes the measuring stick to a successful project.**

Program Validation

Collaborative Programming Process:

This process utilizes a three-step technique:

1. First, we challenge the data previously prepared with the long-term goals and objectives of the Village.
2. Second, we conduct interviews with key decision makers to re-confirm the current and future needs for each department are being met
3. Lastly, the Kluber team reviews existing space allocations to determine deficiencies and then modifies the space needs (aka programming) document according to owner input.

The best design work is done in a collaborative environment where ideas and concepts are shared within the entire project team of owner and designer. Key to this collaboration is **actively listening to our clients needs.** The outcome is a realistic program statement that is attainable and flexible, accounting for future departmental expansion potential and budget limitations.

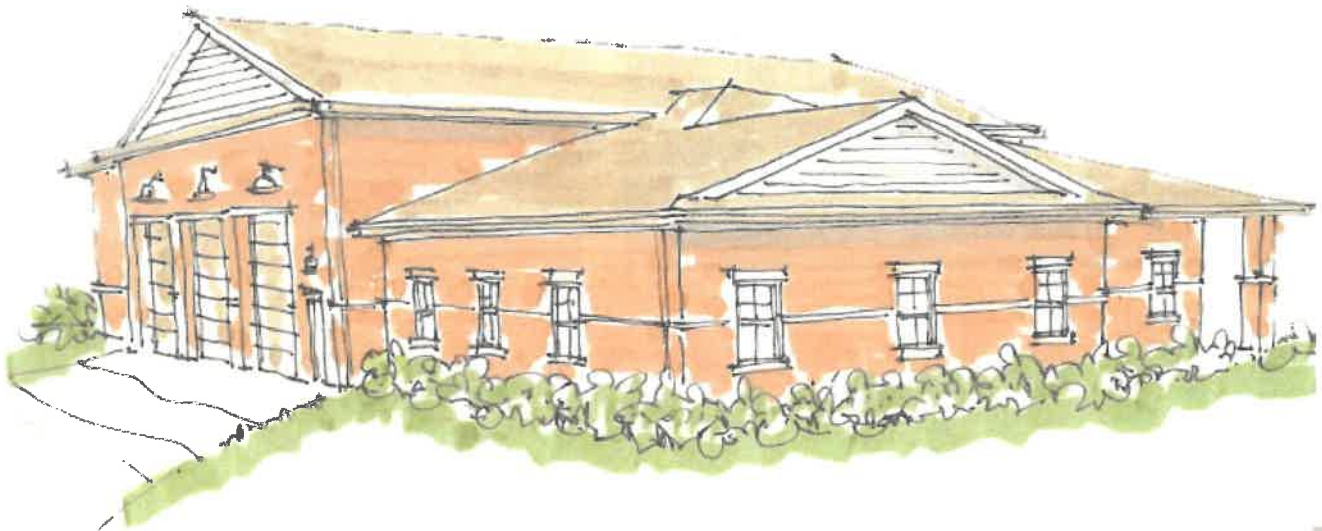


Schematic Design Phase

Kluber, Inc. will provide the Village with sketches, 3-D imagery, and written descriptions that illustrate the project. This is a critical step in our collaboration process that ensures the Village has full buy-in before a project begins. These visual assets will convey the relative scales of a design, as well as the spatial elements within a building or area.

Kluber, Inc.'s responsibilities will also include:

- Assemble zoning information, identify local code agencies and approvals needed by Owner
- Gather and coordinate site information: soils, topography, flood plains, utilities, etc. Address site issues pertaining thereto
- Have conceptual building materials selected
- Discuss value questions with Owner in relation to budget
- Coordinate special investigations, as needed by Owner: historic preservation, environmental impact, etc.
- Evaluate the architectural and engineering system conditions at the existing site (as applicable)
- Discuss options and goals for sustainability
- Develop basic site and building concepts
- Develop schematic floor plans with programmed departments and spaces shown and identified
- Preliminary selection of mechanical, electrical, and structural systems
- Develop schematic building elevations; interior and exterior
- Develop rough building sections establishing key vertical relationships and envelope systems
- Determine the “character” of the building exterior and interior elements
- Obtain local/state code reviews and approvals
- Determine and diagram future pedestrian and vehicular circulation patterns on the project site
- Discuss potential alternatives if required to stay within budget and schedule
- Update preliminary opinion of probable construction cost
- Determine construction delivery methods



Techniques to Consider During Schematic Design

Engineered Building Systems

Kluber's in-house engineers understand that building systems are an investment for the Village. Our many Energy Star buildings demonstrate our understanding of first cost, operational cost, and life cycle cost. Together we will evaluate your goals against potential systems. Accurate data will help the Village make informed long-term decisions that may have limited resources.

Flexible Environments

There are two key components to design for flexibility. One is communicating the intended use for the space in the past, current, and future. The second is how these spaces can serve all those needs.

Design Development

Upon the **Client's acceptance of the Schematic Design Documents**, Kluber, Inc. will proceed to develop documents to establish and study the interrelationships of the building systems - architectural, structural, mechanical and electrical, and their impact on the selection of construction materials. The Kluber, Inc. project team will then prepare Design Development Documents necessary to convey the character of the project, as defined by the various building systems and materials selected.

Kluber, Inc.'s responsibilities will include:

- Refine Project Construction and Engineering requirements in response to Schematic Design cost estimates and budget
- Identify basic construction materials/techniques
- Formulate and document Structural System
- Formulate and document Mechanical and Electrical Systems
- Coordinate efforts of special sub-consultants (if required)
- Develop overall Design Development drawing set organization
- Develop detailed site and civil drawings
- Prepare detailed floor plans that further refine size, shape and character of spaces and areas.
- Develop room, door and window designation schemes for use with preliminary room, door and window schedules
- Develop reflected ceiling plans including lighting locations
- Develop basic building sections to reflect structural, mechanical, electrical, and architectural considerations
- Develop detailed exterior elevations with fenestration and cladding materials identified
- Develop room finish schedule
- Develop key architectural details
- Develop project outline specifications and engineered systems narratives
- Initial meeting with authorities having jurisdiction for compliance review
- Update opinion of probable construction cost
- Present design development package to Client review and approval



Construction Documents

After acceptance of the design development documents by the Owner, we will initiate the preparation of the Bidding and Construction Documents. The construction documents will consist of the detailed drawings and specifications necessary to obtain competitive bids from qualified contractors. Kluber, Inc. will then finalize the opinion of probable construction cost, based on the completed construction documents.

Kluber, Inc.'s responsibilities include:

- Determine project refinements based on Design Development cost opinion and review comments
- Identify viable bid alternates
- Identify necessary signage
- Assist Client with identification of furniture, fixtures and equipment
- Develop complete construction drawing set
- Develop complete technical specification package
- Assist the Owner in soliciting construction testing services
- Coordination of special sub-consultants and integration of their materials in final construction document package
- Review or update documents according to changes by Authorities Having Jurisdiction
- Evaluate which delivery method makes the most sense for the Owner
- Assist the Owner with developing an advertisement for Bidding
- Finalize opinion of probable construction costs
- Deliver construction documents package to Owner for review and approval

Bidding

During this phase Kluber, Inc. will assist the Owner in the identification of qualified contractors suitable for the scope of work. Kluber, Inc. will issue clarifications to the Documents and, assist in review of received bids.

Kluber, Inc.'s responsibilities include:

- Confirm bidding procedures with the Village
- Coordinate web site posting of Construction Document information
- Respond to questions from bidders
- Prepare Addenda to the Construction Documents
- Assist the Owner with developing front-end bidding requirements.
- Submit Construction Documents and Addenda to authorities having jurisdiction for permit(s)
- Review received bids in conjunction with the Purchasing Department
- Prepare pre-bid meeting agenda and attend
- Attend bid opening and evaluate the bidders
- Provide a written bid recommendation to the Village



Construction Administration

As the project progresses through the construction phase; Kluber, Inc. will assist in the administration of the contract for construction.

Kluber, Inc.'s responsibilities include:

- Periodic site visits as required to become generally familiar with the progress of the work and to observe the work is proceeding in general conformance with the contract documents (weekly if required)
- Review construction submittals
- Assist in processing of contractor applications for payment
- Interpretation and clarification of the contract documents (RFIs)
- Processing contractor and owner requests for changes in the work
- Final review of the work for purposes of determining completion. This includes project punchlist preparation and final punchlist review.
- Review of closeout documents and warranties.
- Advise and inform the Owner throughout the construction process
- Participate in pre-construction meeting and pre-installation meetings as required
- Review contractor-provided testing and balancing reports

Post Construction Phase Services

After Substantial Completion of the project is determined, our team will begin Post Construction Phase services. This phase is through the warranty period, typically 1 year after substantial completion.

Services during this phase include:

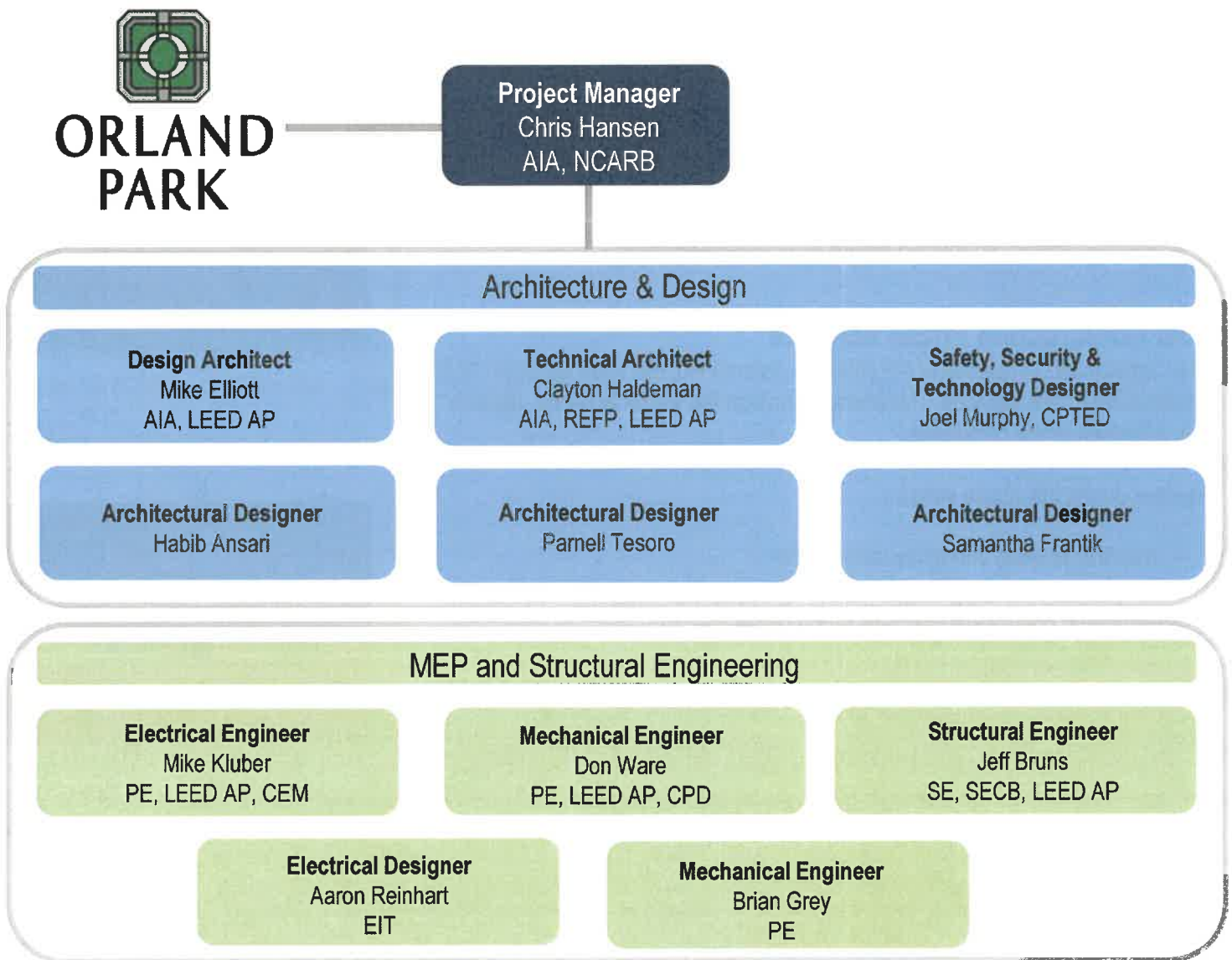
- Warranty reviews during warranty period
- Reviewing building performance data against design expectations
- Reviewing operational concerns of the owner





Project Team

Chris Hansen will lead the design team as Project Manager and will serve as your primary contact during design. Chris will be responsible for effectively communicating and interpreting your ideas and concerns to the rest of the project team. He will oversee all aspects of the planning, design, and construction process, from developing and reviewing building plans to making sure a project meets environmental and zoning standards. Chris will be responsible for accomplishing the goals and objectives of your project. In the end, **he is here to support your mission and help make your job easier.**





Christopher Hansen, AIA, NCARB

Architect | Project Manager

Chris is an instrumental member of the Kluber Architects + Engineers leadership team and is the practice leader in the Government Sector. He is a hard working, honest, dedicated and forward-thinking building design professional. Through his experiences, he has the unique ability to listen and transform your thoughts into the design of your facility.

His broad range of experience includes municipal, county, state, and federal government projects. He also has extensive experience working with governing boards, community groups and facility users during the design process.

Selected Relevant Experience

Village of Glenview, Illinois

Fire Stations #13 and #14 Maintenance Study
Fire Station #13 Improvements
Fire Station #14 Improvements
Depot Metra Station Roof Repair
Train Station Roofing Replacement Program Study
Rugen Senior Water Facility Exterior Envelope Study
Downtown Metra Station Restrooms Upgrade

Village of Johnsburg, Illinois

Space Needs Assessment
David Dominguez Municipal Center

Village of Roscoe, Roscoe, Illinois

Space Needs Assessment
Village Hall/Police Department Expansion

Village of Pingree Grove, Illinois

Village Hall and Public Works Facility

Licensure and Certifications

Licensed Architect – Multiple States

Licensed Interior Designer – Illinois

Professional Memberships

American Institute of Architects

American Library Association

Society of College and University Planners

National Council of Architectural

Registration Boards

Service

Batavia Park District Referendum Committee

Boy Scouts of America, Chairman

Scout Parent Coordinator, Cub Master

Iowa State University

Design College Architectural Industry

Liaison for Students

Education

Iowa State University

Bachelor of Architecture

Village of South Elgin, Illinois

Public Works Facility
Village Hall & Police Dept. Renovations

Village of Lindenhurst, Illinois

Police Department Renovations

City of Aurora, Illinois

Consolidated Public Works Facility

City of Waukegan, Illinois

Public Works Fueling Station

Village of Lincolnshire, Illinois

Public Works Facility Assessment
Village Hall Updates

Village of Homewood, Illinois

Village Hall Renovation Phase 1 Study
Village Hall Renovation Phase 2 Implementation





Mike Elliott, AIA, REFP, LEED AP
Senior Design Architect

Mike leads the architectural design efforts at Kluber and has a wide-ranging portfolio of project experience extending from new construction to renovation/additions. One of his greatest strengths is listening and collaborating with multi-faceted clients to establish their vision and identify the needs of the project. His profound ability to draw out opinions and help client groups reach a consensus allows Mr. Elliott to consistently deliver reliable results in his design solutions.

As the former president of the AIA Illinois branch, Mike has developed trust and respect amongst his peers in the architecture community. Today, Mike continues to support, lead and promote the architectural community in his current position on the AIA Strategic council.

Licensure and Certifications

Licensed Architect – Multiple States
LEED Accredited Professional

Professional Memberships

American Institute of Architects
Illinois Association of School Business Officials
Illinois Association of School Administrators

Service

AIA, National Strategic Council 2016-2020
AIA Illinois, President 2015
AIA Illinois, Treasurer 2012-13
AIA NE Illinois, President 2007
AIA NE Illinois, Board of Directors 1998-2008
IASB School Building Design Juror 2012

Education

Southern Illinois University at Carbondale
Architectural Technology

San Diego State University

Certificate in Educational Facility Planning

Selected Relevant Experience

Village of Johnsburg, Illinois

David G. Dominguez Municipal Center Expansion

Roscoe Police Facility, Roscoe, Illinois

Police Department Space Needs Assessment
Police Department Additions/Renovations

Village of South Elgin, Illinois

Village Hall and Police Station Facility Condition Assessment
New Public Works Facility

Village of Oswego, Illinois

Public Works Facility

Old Copley Hospital – Aurora, Illinois

Mixed-Use Redevelopment of Campus

Village of Fox River Grove, Illinois

Public Works Facility

Warren Township, Illinois

Community Center Expansion and Renovation

City of Naperville, Illinois

Defense Tactical Training Facility Addition

Village of Lindenhurst, Lindenhurst, Illinois

Police Department Renovations

Forest Preserve of Kane County, Illinois

Building Assessments





Clayton Haldeman, AIA, REFP, LEED AP
Technical Architect

Mr. Haldeman's years of experience in the industry is evident with his aptitude for solving complex building detail solutions at the building envelope. He leads the firm's efforts in building life safety concerns, building codes and accessibility compliance. His attention to detail is apparent with each specification and construction drawing he creates. A strong communicator and extraordinary team player, Mr. Haldeman builds personal and lasting relationships with every project.

Licensure and Certifications

Licensed Architect – Illinois
LEED Accredited Professional

Professional Memberships

American Institute of Architects

Education

University of Illinois at Urbana-Champaign
Master of Architecture

University of Illinois at Urbana-Champaign
Bachelor of Architectural Studies

San Diego State University
Certificate in Educational Facility Planning

Publications

"Green in Your Cavity Wall is Gold, Not Mold"
publication Nov 2007 Masonry Edge, Vol. 2, No. 3

Selected Relevant Experience

Village of Johnsburg, Illinois

David G. Dominguez Municipal Center Expansion

Will County Health Department – Joliet, Illinois

Health Department Needs Assessment and Site Evaluation
New Health Department Building

Old Copley Hospital – Aurora, Illinois

Mixed-Use Redevelopment of Campus

Village of Fox River Grove, Illinois

Public Works Facility

Kane County, Illinois

Coroner - Office Remodeling

Roscoe Police Facility, Roscoe, Illinois

Police Department Space Needs Assessment
Police Department Additions/Renovations

Warren Township, Illinois

Community Center Expansion and Renovation

Village of South Elgin, Illinois

New Public Works Facility
Village Hall and Police Station Facility Condition Assessment

City of Lockport, Illinois

New Public Works Facility

Village of Oswego, Illinois

New Public Works Facility

Village of North Aurora, Illinois

Village Hall Remodeling
Electrical Engineering Analysis

City of Batavia, Illinois

Eastside Fire Station Addition
New Westside Fire Station





Joel Murphy
Safety and Security Designer | Technology Designer

Joel has over 30 years leading numerous facility management operations, construction and renovation projects, and security systems upgrades for large educational institutions. His experience includes directing the planning and construction of over \$250 million in new facilities, renovations to existing facilities, and installation of video surveillance and access control systems.

As a member of the Kluber Team, Joel is known for his abilities as a security and technology resource. He has participated in **the Crime Prevention Through Environmental Design** training, which aligns with architectural designs.

Professional Memberships

Illinois Association of School Business Officials
Audiovisual and Integrated Experience
Association (AVIXA)
ASIS International

Special Training

Associated Protection Professional – ASIS
International
Physical Security Professional – ASIS
International
Crime Prevention Through Environmental
Design (CPTED)
AV Technologist – AVIXA
IPVM Certified – Access Control & Video
Surveillance

Education

Northern Illinois University
Master of Science – Educational School of
Business Management

Illinois State University
Bachelor of Science – Industrial Education

Selected Relevant Experience

Village of Johnsburg, Illinois
David G. Dominguez Municipal Center Expansion

Will County Health Department – Joliet, Illinois
New Health Department Building

City of Bloomington, Illinois
Grossinger Motor Arena LED Upgrades
Government Center Remodeling and Renovations

Village of Lincolnshire, Illinois
Public Works Safety and Security Analysis

City of Aurora, Illinois
New Consolidated Public Works Building

**Community Consolidated School District 168,
Sauk Village, Illinois**
Video Surveillance System Replacement

Oswego Community Unit School District, Oswego, Illinois
Life Safety Projects
Facilities Master Plan
Video Surveillance and Access Control Installation and
Upgrades
Long-Range Technology Plan

Quincy Public Schools, Quincy, Illinois
Life Safety Projects
Facilities Master Plan
Video Surveillance and Access Control
Long-Range Technology Plan





Michael Kluber, PE, CEM, LEED AP
Electrical Engineer

Michael has been providing Electrical Engineering services to municipalities since founding Kluber, Inc. in 1988. His deep understanding of the complexities of architecture and design through working in the field provides a blend of the technical with the practical. His certifications include LEED AP and Certified Energy Manager, which enables him to leverage sustainability on each Kluber project.

Michael's areas of expertise include design and analysis of electrical power distribution, electrical code compliance, interior and exterior lighting, life safety, fire alarms, and emergency backup. He also excels in designing state-of-the-art structured cabling systems for data, voice and video.

Licensure and Certifications

Professional Engineer – Multiple States
Certified Energy Manger
LEED Accredited Professional

Service and Appointments

City of Aurora Electrical Commission
City of Aurora Board of Appeals
Batavia Foundation for Educational Excellence
Batavia MainStreet Board of Directors
LivingWell Cancer Resource Center Board of Directors

Special Training

Solar PV Design and Installation
GE Low-Voltage Protector and Application
Power System Relaying Theory/Applications
Cogeneration Technology

Education

Georgia Institute of Technology
Bachelor of Electrical Engineering
Coyne American Institute
Industrial Electronics Applications

Selected Relevant Experience

Village of North Aurora, Illinois

Village Hall Remodeling
Electrical Engineering Analysis
Police Department HVAC Controls

Village of Oak Brook, Illinois

Electrical Study of Butler Government Center
Emergency Generator Study for Fire Station,
Village Hall, and Police Station

City of Wheaton, Illinois

City Facility Generator Assessment

Village of Lincolnshire, Illinois

Emergency Generator Study
Public Works Security Study
Village Hall Updates

Village of Lindenhurst, Illinois

Police Department Renovations

Village of Johnsburg, Illinois

David Dominguez Municipal Center

Kendall County, Illinois

County Campus Master Plan
Administrative Services Building
County Courthouse Expansion

Village of Homewood, Illinois

Village Hall Renovation Phase 1
Study
Village Hall Renovation Phase 2
Implementation
Electrical Engineering Services

City of Aurora, Illinois

Consolidated Public Works Facility

Village of Roscoe, Roscoe, Illinois

Space Needs Assessment
Village Hall/Police Department
Expansion

City of Aurora, Illinois

911 Communication Center
Fire Station No. 8 Improvements
City Hall Renovation
Fire Station Electrical Improvements

Roscoe Police Facility, Roscoe, Illinois

Space Needs Assessment
Additions/Renovations





Donald Ware, Jr., PE, CPD, LEED AP
Mechanical, Plumbing, Fire Protection Engineer

In his role as Vice President and Director of Mechanical Engineering, Mr. Ware has retrofitted, evaluated, and designed mechanical systems for hundreds of public, industrial, and commercial buildings. He has consistently developed innovative designs that were constructed on time and on budget. His reputation is well known and respected among the engineers and contractors in Illinois. Mr. Ware has received numerous Illinois ASHRAE Awards and has authored several case studies.

Licensure and Certifications

Professional Engineer – Multiple States
Certified Plumbing Designer
LEED Accredited Professional

Professional Memberships

American Society of Plumbing Engineers
American Society of Heating, Refrigerating and Air-Conditioning Engineers

Education

University of Illinois - Champaign/Urbana
Bachelor of Mechanical Engineering

Past Career Experience

Chief Mechanical Engineer, EME Inc.
United States Air Force
NCOIC Satellite Operations and Engineering

Selected Relevant Experience

City of Batavia, Illinois

Eastside Fire Station Addition
Westside Fire Station
City Hall HVAC Replacement
City Hall Roof Replacement

Village of Oakbrook, Illinois

HVAC Gas Heat Study
Fire Station #2 HVAC System Upgrades
Heritage Center HVAC Renovations

Lake County, Illinois

North Branch Traffic Court Facility
East Branch Court Facility
Standby Optional Generator Services
CARES Act – Belvidere Health Center –
Women’s Health HVAC Improvements
CARES Act – 3 Clinic HVAC
Improvements

Village of Fox River Grove, Illinois

New Public Works Facility

Warren Township, Illinois

Main Office HVAC Controls

Village of South Elgin, Illinois

New Public Works Facility

City of Lockport, Illinois

New Public Works Facility

Village of Bartlett, Illinois

HVAC Unit Replacement at Bartlett
Hills Golf Club

Village of Oswego, Illinois

New Public Works Facility

City of Aurora, Illinois

HVAC Upgrades at Mayor’s
Office

Village of Oswego, Illinois

Public Works Facility

Village of North Aurora, Illinois

Village Hall Remodeling
Electrical Engineering Analysis
Police Department HVAC
Controls





Jeffrey Bruns, SE, LEED AP
Structural Engineer

Mr. Bruns has a distinct understanding of built structures that enables him to develop and incorporate his designs with the architects and engineers at Kluber. Mr. Bruns has worked with multiple municipalities on a wide range of project types from structural design to failure analysis of the building.

His experience also includes working within the trades. This allows him to have a unique perspective during design process. He is keenly aware of build ability, fabrication schedules and construction windows. This will benefit you and your municipality by being on time and within the desired budget.

Selected Relevant Experience

Village of Fox River Grove, Illinois
New Public Works Facility

Old Copley Hospital – Aurora, Illinois
Mixed-Use Redevelopment of Campus

Village of South Elgin, Illinois
New Public Works Facility

DuPage County, Illinois
Sherriff's Building Addition

Village of Oswego, Illinois
Public Works Facility

City of Aurora, Illinois
Consolidated Public Works Facility

City of Batavia, Illinois
Eastside Fire Station Addition
Westside Fire Station

McHenry County, Illinois
Public Safety Center Program
Treasurer's Office Remodeling

McHenry County, Illinois
Facilities Master Plan Update

Village of Oswego, Illinois
Public Works Facility

Sycamore Fire Department, Illinois
Fire Stations Deferred Maintenance Plan

City of Aurora, Illinois
City Hall Renovation

Kendall County, Illinois
County Campus Master Plan
Administrative Services Building
County Courthouse Expansion

Roscoe Police Facility, Roscoe, Illinois
Space Needs Assessment
Additions/Renovations

Licensure and Certifications

Structural Engineer - Multiple States
Structural Engineering Certification Board
LEED Accredited Professional

Professional Memberships

American Society of Civil Engineers
Structural Engineers Association of Illinois
American Institute of Steel Construction
American Concrete Institute

Education

Colorado State University - Fort Collins
Bachelor of Civil Engineering

University of Illinois – Champaign/Urbana
Master of Civil Engineering





Parnell Tesoro
Architectural Designer

Parnell is an Architectural Designer at Kluber, Inc. He is currently working on becoming a licensed Architect in the State of Illinois. His responsibilities include preparing construction documents using AutoCAD, creating 3D BIM and 2D construction documents, researching systems to incorporate into projects, assisting in Construction Administration, and more.

Education

Illinois Institute of Technology
Bachelor of Architecture

College of DuPage
Associates in Applied Science in Pre-Architecture

Selected Relevant Experience

Village of Johnsburg, Illinois
David G. Dominguez Municipal Center Expansion

Lake County Health Department – Zion, Illinois
Zion Clinic
Health Department Renovation

Lake County Health Department, Waukegan, Illinois
Belvidere Medical Building Site Improvements



Habib Ansari
Architectural Designer

Habib joined the Kluber team in 2018. He is currently working on becoming a licensed Architect in the State of Illinois. On the architecture team at Kluber, Habib brings charisma, personality and a passion for his field. He enjoys the history of his field, as well as exploring famous architectural work around the United States.

Education

Illinois Institute of Technology
Bachelor of Architecture
Specialization in Architectural History/Theory and Landscape Architecture

College of DuPage
Associate of Applied Science in Pre-Architecture

Professional Memberships

American Institute of Architects (AIA)

Selected Relevant Experience

Will County Health Department, Joliet, Illinois
New Health Department Building

Village of Johnsburg, Illinois
David G. Dominguez Municipal Center Expansion

Old Copley Hospital – Aurora, Illinois
Mixed-Use Redevelopment of Campus





Samantha Frantik
Architectural Designer

Samantha is an Architectural Designer at Kluber, Inc, and she is currently working on becoming a licensed Architect in the State of Illinois. Her responsibilities include preparing design packages, construction documents, and coordinating with her project managers as well as our engineers. Samantha loves to find solutions to challenging problems in a way that is both functional and beautiful.

Education

Iowa State University
Bachelor of Architecture
Minor in Business

Professional Memberships

Iowa Women in Architecture

Selected Relevant Experience

Village of Johnsburg, Illinois
David G. Dominguez Municipal Center Expansion

City of Yorkville, Illinois
Public Works Space Analysis

City of Warrenville, Illinois
Trailhead Expansion and Shelter Building

Village of Glenview, Illinois
Train and Fire Station Improvements



Aaron Reinhart
Electrical Designer

Aaron is an Electrical Designer at Kluber. He is working toward becoming a licensed Electrical Engineer in the State of Illinois. He has experience working on all phases of the design process with a variety of different project types. He is focused on using his innovation and intuition to develop a quality and efficient product for the client. Aaron's tasks include electrical power distribution, electrical code compliance, interior and exterior lighting, emergency backup, and structured cabling systems.

Licensure and Certifications

Electrical Designer

Education

University of Illinois – Champaign/Urbana
Engineering Physics

Selected Relevant Experience

Will County Health Department, Joliet, Illinois
New Health Department Building

Lake County Health Department Waukegan, Illinois
CTCA Resident Apt Facility Re-Purpose

Warren Township, Gurnee, Illinois
Warren Township Center Expansion

Village of South Elgin, South Elgin, Illinois
Village Hall Renovations





Brian Grey, PE
Mechanical Engineer

Brian is a Mechanical Engineer at Kluber Architects + Engineers. He is a key contributor and a strong team player to the engineering team..

As a Mechanical Engineer, Brian's tasks include building system design, code analysis, HVAC system design, and plumbing system design. Brian is a part of our BIM leadership team, spearheading Kluber's use of the Revit design-tool, developing Kluber standards within that program and teaching peers how to use the program.

Licensure and Certifications

Professional Engineer – Illinois

Professional Memberships

American Society of Plumbing Engineers
ASHRAE

Education

University of Illinois - Champaign/Urbana
Bachelor of Mechanical Engineering

Selected Relevant Experience

Village of Johnsburg, Illinois

David G. Dominguez Municipal Center

Kane County Forest Preserve, Illinois

Facility Survey

Village of South Elgin, Illinois

Facility Assessment and Deferred Maintenance Plan
Village Hall Renovations

Village of Lombard, Illinois

Utilities Building Expansion

City of Waukegan, Illinois

Police Station Interior Renovations

Will County Health Department, Joliet, Illinois

New Health Department Building

Village of Roscoe, Roscoe, Illinois

New Police Station Design Services

Plano Community Library District

RTU Replacement

DuPage Airport Authority

Flight Center Boiler Replacement

Warren Township, Illinois

Senior Center Expansion

Pingree Grove, Illinois

Village Hall/Public Works Building

Village of Lindenhurst, Illinois

Police Department Renovations

Oak Brook Park District, Illinois

Boiler and Water Heater Replacement



**Owner**

Village of Johnsburg

Project Type

Space Planning

Services Provided

Programming

Architecture

Civil Engineering – HR

Green

Completion

January 2022

References

Claudett Peters

Village Administrator

815-385-6023

cpeters@johnsburg.org

Ed Hettermann

Village President

815-385-6023

edh@rdthiel.com

David Dominguez Municipal Center

Johnsburg, Illinois

Kluber Architects + Engineers designed the renovation and expansion of the existing Village Hall in Johnsburg, Illinois, with the goal of accommodating future administrative and police department needs.

The project, which wrapped in January 2022, includes the following elements:

Village Hall

- New interior finishes
- New exterior signage
- Stone masonry veneer and laminated architectural shingles for the roofing areas
- Public lobby and reception desk
- New board room
- Additional conference rooms
- Additional public toilet rooms

Police Department

- Administrative and patrol office spaces
- Holding cells
- Interview rooms
- Locker rooms
- Sally port
- Storage garage

Site improvements also include a new secured parking lot at the rear of the building, full foundation landscaping improvements, and a security system.





Owner
Village of South Elgin

Type
New Construction

Services
Architectural
Mechanical
Interior Design
Structured Cabling
Electrical
Plumbing
Structural

Size
52,000 Square Feet

Completion
September 2016

Reference
Steve Super
Village Administrator
Village of South Elgin
847-742-5780

New Public Works and Salt Dome Facility APWA Project of the Year Fox Valley Branch | Chapter Award - 2016 South Elgin, Illinois

The Village of South Elgin hired the team of Kluber Architects + Engineers for design of a new 52,00 square foot public works facility. The project includes drive through apparatus bays/parking for maintenance vehicles, three vehicle maintenance bays, apparatus support spaces, apparatus storage rooms and a vehicle wash bay.

Within the administrative area, the facility includes a 50-person public meeting room, a staff lunchroom/multi-purpose room, administrative offices and support spaces, a locker room facility and conference room. The public meeting rooms will be available to the community for after hours access. Site improvements include a salt dome, materials storage building and a secured layout yard at the rear of the facility. On-site parking for 80 vehicles was incorporated into the design.

This project received the Fox Valley Branch APWA Project of the Year Award and the Chicago Metro Chapter Project of the Year Award.





Owner

Village of Lindenhurst

Project Type

Interior Renovation

Services Provided

Architecture
Structural Engineering
Mechanical Engineering
Electrical Engineering

Project Size

1,024 Square Feet

Budget

\$184,352

Completion

December 2018

Reference

Chief Thomas Jones
Village of Lindenhurst
(847) 356-8252
jones@lindenhurstpd.org

Police Department Renovations

Lindenhurst, Illinois

Interior renovations to the existing Village of Lindenhurst Police department were performed to improve prisoner processing and staff workroom areas. The main goal of the project was to include a physical barrier between the prisoner process and holding areas from the administrative areas of the police facility and to create a better work environment for the officers and staff working in this area of the building.

Kluber Architects + Engineers provided the design for full interior renovations. These renovations included the installation of a new prisoner toilet room, processing area and administrative work room complete with new furniture systems and a work/copy area, and the minor re-configurations for electrical, plumbing and fire suppression systems to accommodate the new configuration.

Spaces include two prisoner holding cells a prisoner intake/processing office, an interview room/office, three offices with multiple desks in each, and an open area with two workspaces for report writing. This area is directly adjacent to the sally port and can be secured from the rest of the facility during processing of prisoners. The building materials and finishes in this area of the building are appropriate for prisoner handling functions, including concrete block walls, vinyl flooring, painted drywall ceilings, and security light fixtures.





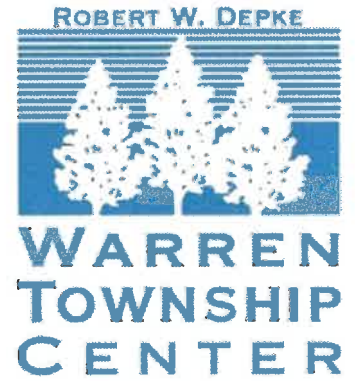
Warren Township Life Center Expansion

Gurnee, IL

Kluber prepared an Expansion Concept for the Warren Township Center in February 2016 that soon after became a large-scale addition and renovation project.

The addition and renovation of the expansion allows room for new multi-purpose areas, a new fitness room, seating/reception and increased circulation space, a new office suite with both private and open office spaces, a new enhanced entryway, new hallway, and a new storage room.

Eriksson Engineering provided the Civil Engineering and Landscape Design services for this project.



Owner
Warren Township

Type
Addition
Renovation

Services
Architecture
Mechanical Engineering
Civil Engineering
Electrical Engineering
Plumbing Engineering
Structural Engineering
Landscape Design

Size
13,650 Addition
1,500 Renovation

Projected Completion
December 2019

Cost
\$5,630,000

Reference
Suzanne Simpson
Supervisor
Warren Township
847.244.1101





Owner

Lake County Health Department

Type

Facility Assessments / Planning

Size

13 facilities throughout Lake Co.

Completion

2013

2015

2018

2021

Reference

Bruce Robbins

Facility Manager

Lake County Health Department

847.377.8041

hrobbins@lakecountyil.gov

Facility Condition Assessment

Waukegan, Illinois

Kluber Architects + Engineers was contracted by the Lake County Health Department (LCHD) to perform current and measured state building assessments to assist the Health Department with long range capital building improvement planning and budgeting.

Our firm utilized the K4 Facilities Improvement Plan process to augment the LCHD capital improvement plan with information provided by the LCHD maintenance staff. Kluber's K4 Plan process focuses on achieving a higher level of building performance through strategic planning for future building improvements.

Now that the current / measured state for each of its facilities is known, Kluber and LCHD are prepared to establish performance goals for each of its properties and to develop the K4 Adoption phase documentation. The measured state identifies deficiencies and opportunities within the LCHD property inventory for performance improvement/s. Recommended performance criteria have been established and should be used as the basis for future improvements.

Kluber Architects + Engineers and LCHD are jointly determining realistic and achievable building performance goals within funding limits to achieve the highest performance state possible for each underperforming facility. These goals then become the initial basis for the development of a capital improvement plan.

This final component develops strategies and procedures for monitoring and implementing a Capital Improvement Plan. A key element of this component includes conceptual cost development for the various scenarios to be used for the capital planning process.

A flexible and realistic timeline is being developed as well as an initial prioritization of planning and development initiatives. The Capital Improvement Plan encompasses various planning concepts that address anticipated, but uncertain future conditions.





Owner
Village of Homewood

Type
Space Needs Assessment
Renovation

Size
13,332 Square Feet

Completion
August 2015

Reference
John Schaefer
Director of Public Works
jschaefer@homewoodil.gov
708-206-3370

Village Hall Renovations

Homewood, Illinois

In 2014, Kluber Architects + Engineers was contracted to renovate and update portions of the existing Village Hall. Kluber provided design services that were broken into 2 phases.

During the first phase of the project, Kluber confirmed project requirements and overall budget and presented findings to the Village for approval.

Once approved, the project progressed into the second phase. During this phase, Kluber produced the design for the village hall renovations, assisted the Village with bidding and oversaw the project throughout construction.

This project ultimately renovated the second floor of the Village Hall, as well as small portions of the floor and basement area with goals to optimize efficiency in office spaces. Security-controlled access was provided during this renovation to improve overall security.





Owner
City of Aurora

Project Type
HVAC

Services Provided
HVAC Upgrades

Completion
June 2014

Reference
Jim Birchall
City of Aurora
birchallj@aurora.il.us
(630) 256-3490

City Hall HVAC Upgrades Aurora, Illinois

Aurora City Hall is located in a building original built in 1924. The third floor contains the mayor and administrative offices. The office was heated with steam radiators. Cooling was accomplished with window air conditioners, old split system fan coils or no cooling at all. Kluber designed a variable refrigerant flow system to cool and heat the entire third floor. The system design allows each space to simultaneously heat and cool as required to meet the temperature requirements, regardless of what the other spaces require. The specified low temperature outdoor units can provide full heat to the spaces at design day conditions. The inverter driven compressors in the outdoor units are consistently 25% or more efficient than a traditional system.





Owner
Village of Roscoe

Project Type
Master Planning
Space Needs Analysis and
Schematic Design
Addition

Services
Architecture
Structural Engineering
Mechanical Engineering
Electrical Engineering

Cost
Budget – \$2,500,000.00
Cost - \$1,867,816.00

Reference
Scott Sanders
Village Administrator
Village of Roscoe
815.623.2829
ssanders@villageofroscoe.com

Police Department Space Needs Analysis / Police Department Expansion

Roscoe, Illinois

The Village of Roscoe hired Kluber Architects + Engineers to conduct a Space Needs Analysis, Existing Building Condition Analysis and Site Analysis for its current facility located at 10595 Main Street in Roscoe, Illinois.

The study analyzed the existing police facility operations, functionality, adjacencies, flexibility and overall condition state of the existing building. The goal was to determine how the existing facility could be better organized (spatially & functionally) to improve the current working conditions and design flexibility of the existing facility or to determine if the existing facility is beyond its useful life and needs to be razed to accommodate a new structure.

After the study was complete, the Village of Roscoe decided on an option to build-out the existing Village Hall to incorporate the police department at one central location. The design of the new 6,800 square foot facility included administrative offices, new locker rooms, a lobby area, a firing range and a patrol car garage. This project was completed right on schedule and well under budget.

Key Milestones:

Start of Construction

Anticipated – September 2017

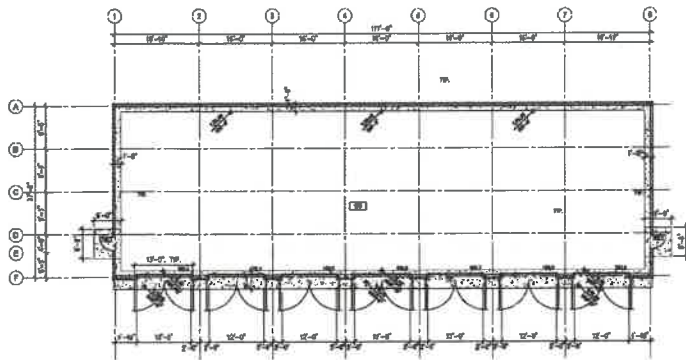
Actual – September 2017

Substantial Completion

Anticipated – June 29, 2018

Actual – July 10, 2018





**CITY OF
ST. CHARLES**
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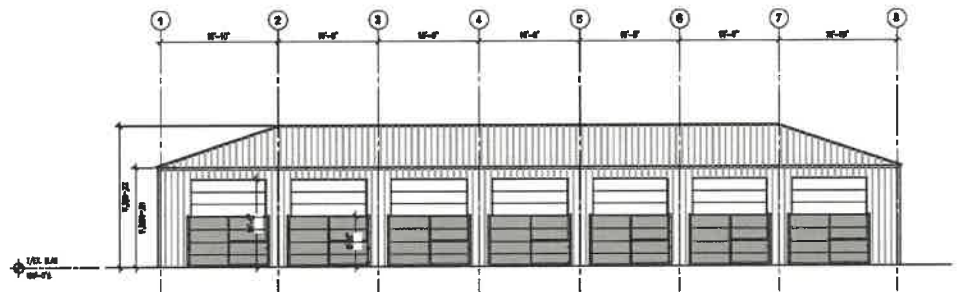
Owner
City of St. Charles

Type
New Construction

Services
Architectural
Structural

Size
4,432 Square Feet

Completion
2016



Electrical Cable Storage Building

St. Charles, Illinois

Kluber Architects + Engineers designed a lightweight shelter structure around the perimeter of an existing concrete slab for the purposes of protecting electrical cable spools. The structure is 4,400 square feet in area, and is one story high. The exterior walls are framed in wood construction and clad with metal wall and roofing panels.

The east elevation of the storage facility has been designed to accommodate seven (7) future 12'-0" wide x 14'-0" high overhead doors to secure the building from theft of the cable. The building will initially be secured with chain link gates until sufficient funds are available to install the overhead doors.





Owner
City of Aurora

Type
Interior Renovation

Services
Electrical Engineering

Size
7,800 Square Feet

Budget
\$516,000

Reference
Jim Birchall
City of Aurora
birchallj@aurora.il.us
(630) 256-3490

Aurora Fire Station No.8 - Main Distribution Frame Room

Aurora, Illinois

The Aurora Fire Department Station No. 8 was a recently completed project by another architecture firm, which Kluber Architects + Engineers was tasked with fixing the resulting issues from the original design. The project scope primarily dealt with the alteration of the main distribution frame room.

Kluber's design services included rehabilitation of electrical power, HVAC, fire protection and structured cabling. City-wide functions serviced within this facility include public service access point (911) spectacom 911 servers and NICE digital voice recording 911, customer service center Cisco call manager, city-wide VOIP, Comcast WAN fiber, AS400 payroll and purchasing server, core fiber/high density switching, DNS servers record management, and legacy SAN mirror systems.

Kluber revamped and expanded the physical room layout, building systems, UPS configuration, power distribution, HVAC system, FM200 fire suppression system, and data cabling infrastructure to be functional and manageable.

Additional cooling units were added to the room and the existing units were relocated. Floor mounted data racks were also installed, along with a new cable tray and modular busway. The existing UPS units were also relocated along with the associated power distribution.





Village Hall and Public Works Facility

Village of Pingree Grove, Illinois

Kluber Architects + Engineers was awarded the Design/Build project for a combined Village Hall and Public Works Facility for the Village of Pingree Grove. The new facility is a two-story, 28,000 SF facility.

The Village Hall portion of the building includes space for reception, offices, and work areas. There is a large meeting room with kitchenette and new Board Meeting Room. The Building Department includes a private offices and cubicles for the village staff, as well as an office vestibule, service window, and full kitchen.

The Public Works Department includes offices, locker rooms, toilet rooms, break/meeting room, and a wash-down laundry room. The service wash bays include vehicle wash bays and storage. Overlooking the wash bays is a stair-accessible mezzanine with storage.

The new municipal center broke ground on Monday, July 23, 2018 and construction was completed in the summer of 2019.

Owner

Village of Pingree Grove

Project Size

28,000 Square Feet

Civil Engineering

Mackie Consultants, LLC

Project Type

New Construction

Budget

\$4,100,000

Reference

Pat Doherty
Public Works Director
pdoherty@pingreegrove.org
(847) 464-5533

Services Provided

Architecture
Structural Engineering
Mechanical Engineering
Electrical Engineering

Completion

July 2019

Construction Manager

Lamp, Inc.





Owner

Antioch Township

Project Type

Study

Services Provided

Architecture

Engineering

Completion

Anticipated February 2022

Reference

Tom Shaugnessy

Township Supervisor

Antioch Township

847-395-3378

tshaughnessy@antiochtownshipil.gov

Antioch Township – Life Center Study

Antioch Township, Illinois

Antioch Township hired Kluber Architects + Engineers to complete a site concept plan for their new Life Center. The Township's Life Center is expected to include services that meet the needs of all cohorts within their community, ranging from youth programs to senior services.

Our firm is working with Antioch Township to first define their space needs and program offerings for the Life Center. Once the organization's needs are established and Township Board approves, Kluber Architects + Engineers will assist the Township with the following services:

- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Construction Administration





Village Hall Facility Assessment & Deferred Maintenance

South Elgin, Illinois

Owner

Village of South Elgin

Project Type

Facility Assessment
Deferred Maintenance Plan

Services

Architecture
Mechanical Engineering
Electrical Engineering
Structural Engineering

Size

17,500 Square Feet Total

Completion

October 2016

Reference

Steve Super
Village Administrator
Village of South Elgin
ssuper@southelgin.com
847-742-5780

Kluber Architects + Engineers was tasked by the Village of South Elgin to perform a facility assessment and deferred maintenance plan on a single, two-story building that totals 17,500 square feet. The findings during the assessment were documents and prepared in a written report for the Village.

The original facility was constructed back in 1976, with the Police Department Wing addition constructed in 1983. A third addition was later added in 1997, which added the front lobby, locker room, sally port and the second floor. It is currently being operated as a combined Village Hall and Police Facility. The facility appears to be well maintained and in good condition but does have some dated elements. The limits of the exterior assessment of the building will end at the curb line and not include the drive surfaces and curbs.

As part of the assessment, Kluber prepared a formal agenda and conducted an Owner training session on the use of the prepared spreadsheet data system. The spreadsheet created describes the physical condition and characteristics of the building components and systems.





Owner

City of Bloomington

Type

LED Lighting Upgrade

Services

Electrical Engineering

Size

180,000 Square Feet

Completion

In Progress

Reference

Josh Ftacek
City of Bloomington
Facilities Maintenance Supervisor
309.434.2518
ftacek@cityblm.org

Grossinger Motor Arena LED Lighting Upgrade

Bloomington, Illinois

In 2019, Kluber Architects + Engineers was selected as a preferred design vendor for the City of Bloomington.

Currently, Kluber is under contract to provide electrical engineering services for the LED Retrofit and redesign at the Grossinger Motor Arena, home to many indoor sporting and entertainment events in the Bloomington area.

Kluber Architects & Engineers has brought exceptional expertise to this project. Our staff of electrical engineers conducted the necessary assessments to determine appropriate solutions for safety, efficiency and cost effectiveness within the existing facility.

The lighting system ultimately selected is a state-of-the-art color temperature tuning system with integrated RGBA color-flooding capabilities and cutting-edge cloud-based controls. The lighting system has the flexibility to perform for a wide-range of events, from class 1 ice hockey games to indoor theatrical or musical performances.





Before



After



Before



After



After



Owner

Village of South Elgin

Type

Interior Renovation

Services

Architectural
Mechanical
Interior Design
Electrical
Plumbing
Structural

Reference

Steve Super
Village Administrator
Village of South Elgin
847-742-5780

Village Hall and Police Department Renovations

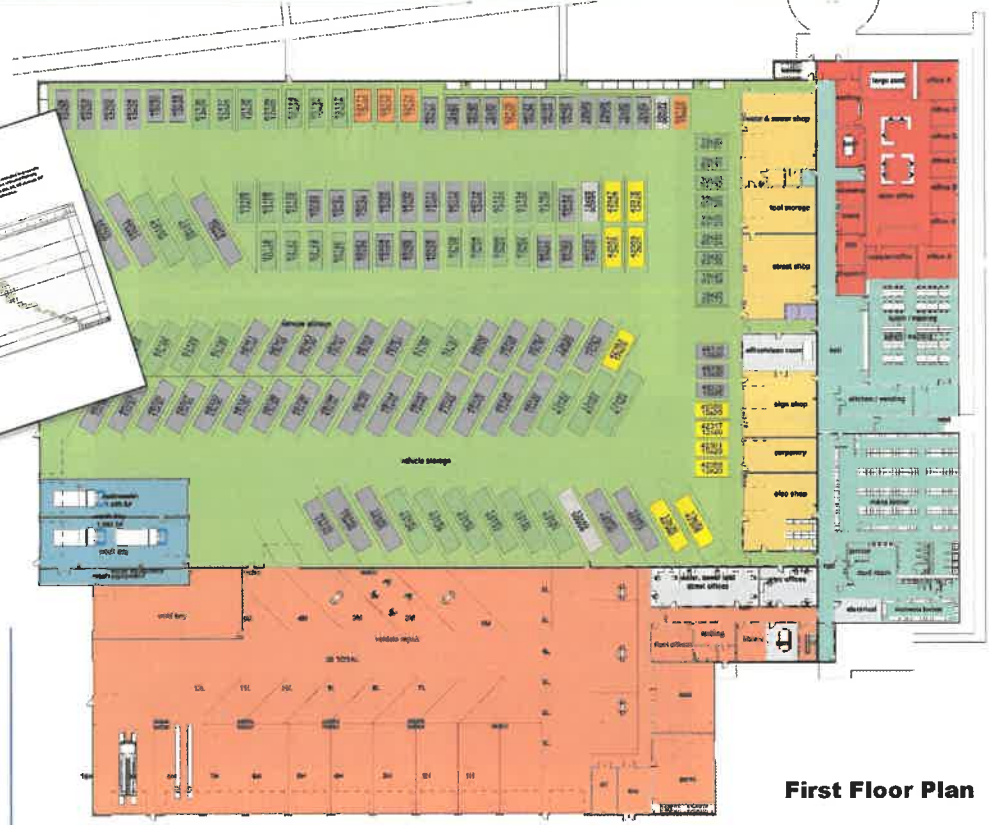
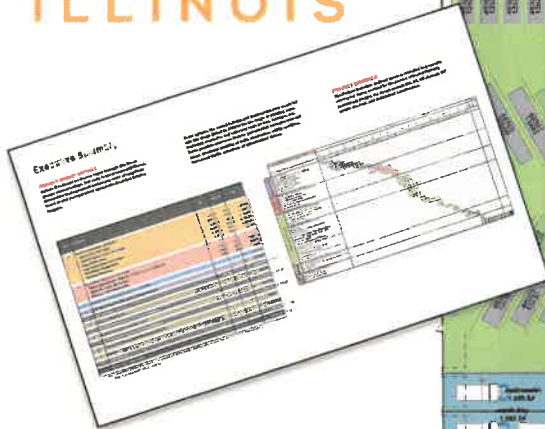
South Elgin, Illinois

Kluber Architects + Engineers worked with Village of South to design the renovations to the Village Hall. The existing facility is a two story 17,500 square foot building which houses both the Village Hall and Police Department. The original building was constructed in 1976, with the Police Department wing added in 1983. A renovation project was also completed in 1997. A detailed building evaluation and facility condition assessment was completed by Kluber Architects + Engineers in October 2016.

The project included the following work:

- Renovate the existing building entry to provide a separation between the police and village hall functions;
- Develop a new Village Hall reception counter with space for representatives from Community Development, Utility Billings, and Parks and Recreation
- Reconfigure the current Community Development area on the south side of the ground level to accommodate additional office spaces for multiple departments.
- Creation of an additional ground floor conference room
- New private changing rooms in the Police locker room
- Relocation of the break room to the second floor
- Video enhancements to the board room
- Expansion to the IT spaces,
- 1st floor public toilet room renovations
- Updated interior finishes in select areas





First Floor Plan

Owner
City of Aurora

Type
New Construction

Services
Space Needs Assessment
Site Master Planning
Architecture
Mechanical Engineering
Electrical Engineering
Structural Engineering
Interior Design

Size
195,000 S.F.

Projected Completion
December 2022

Budget
\$37,502,925.00

Reference
Ian Wade
Capital Projects Manager
City of Aurora
630-256-3237
iwade@aurora-il.org

Ken Schroth
Director of Public Works
City of Aurora
630-256-3200
schrothk@aurora.il.us

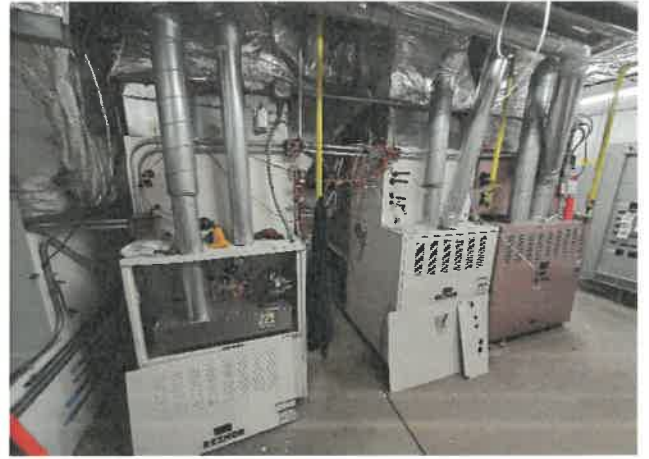
Consolidated Public Works Facility
Aurora, IL

Kluber Architects + Engineers is currently designing a new Consolidated Public Works Facility on a recently purchased 25-acre parcel of land. This 195,000 square foot office and fleet building will consolidate several maintenance divisions currently housed in facilities in substantial disrepair as well as provide a new fueling stations and an upsized winter road salt storage silo.

This facility will house an array of amenities and will be one of the largest public work facilities in the State of Illinois. Some key features include fleet maintenance with both manual and automatic wash bays, an 89,200-sf fleet garage, ten specifically designed shops, and a full scope of administration spaces ranging from offices to fitness rooms.

The building exterior will consist mainly of precast concrete panels and glazed aluminum storefront or curtainwall systems. The roofing system will be designed for durability, optimized drainage, and thermal requirements.





Owner
Lake County

Services
Mechanical Engineering

Completion
December 2020

Reference
Bruce Robbins
Facility Manager
Lake County Health Department
847.377.8041
hrobbins@lakecountyl.gov

Lake County CARES Act HVAC Improvements

Waukegan, Illinois

Lake County selected Kluber Architects + Engineers to complete 3 separate HVAC projects as part of their CARES Act funding. Each of these projects was heavily expedited due to the limitations set forth in the CARES Act. For that reason, our team acted quickly to improve the HVAC systems at the following locations:

- Midlakes Health Clinic
- North Chicago Health Clinic
- North Shore Health Center
- Belvidere Health Center
- Health Department

The improvements made were unique to each of the locations, but some of the work completed includes:

- Adding exhaust fans
- Replacing furnaces and cooling equipment with energy-efficient and hygienic solutions
- Electrical service panel modifications
- Replacing exhaust hoods with steam capture hoods
- Installing a dedicated outside air system to pretreat the outside air
- Replacing fan coils
- Replacing Roof Top Units

Because these projects were funded by the CARES Act, timing was of the essence. Each project needed to be completed before the end of 2020. Our firm worked diligently alongside the project owner to ensure quality and timely completion.





Owner
Village of Fox River Grove

Type
Demolition
New Construction
Survey

Services
Architectural
Mechanical
Interior Design
Structured Cabling
Electrical
Plumbing
Structural

Size
11,000 Square Feet

Completion
January 2017

Reference
Derek Soderholm
Village Administrator
Village of Fox River Grove
847.639.3170
d.soderholm@foxrivergrove.org



APWA Project of the Year Structures Less than 5 Million - 2017 New Public Works and Salt Dome Facility Fox River Grove, Illinois

The Village of Fox River Grove had outgrown their existing Public Works facility. Their old facility was located on a shared use site with their main sanitary plant operations. The sanitary plant is scheduled to grow in size in the next few years. As such, the existing Public Works facility will impede this growth.

In order to be proactive, the Village acquired adjacent parcels of land to the north of the existing sanitary plant operations to construct a new facility that is 11,000 square feet in size. A salt and materials storage structure was also included on site.

The new building includes four (4) double depth, drive through apparatus bays. One bay will be equipped to service municipal fleet vehicles and one bay will be equipped to wash vehicles.

On-site parking for ten (10) staff vehicles will be provided in the layout yard space. The layout yard will be enclosed with security fencing and gate systems.





Owner
City of Sycamore

Type
Study

Services
Electrical Engineering
Architecture
Mechanical Engineering
Structural Engineering

Completion
November 2017

Reference
Peter Polarek
Fire Chief
City of Sycamore
815-895-4154

Fire Station #1 Deferred Maintenance Plan

Sycamore, Illinois

Kluber worked with the Sycamore Fire Department to conduct a visual, non-destructive, cursory survey of the architectural and engineered systems to determine their current condition and to prepare a Deferred Maintenance plan for the Fire Station #1 as part of a multi-year facility assessment program.

A spreadsheet was created for the department that describes the physical condition and characteristics of the building components and systems by the use of the following terms: Excellent, Good, Poor, and Unsatisfactory. A written report was also provided that documented the overall conditions. The report included and identified priorities for corrective work, as well as the anticipated costs on a 1 year, 2-5 year, and a 6-10 year basis.

Areas of Scope Performed

- All interior finishes
- Windows, Roof
- Key architectural items
- Exterior envelope
- HVAC systems,
- Main electrical systems
- Life safety systems (fire alarm and sprinkler system)
- Plumbing systems
- Exterior payment areas
- ADA Compliance
- Egress components
- Fire alarm system components



WHAT OUR CLIENTS SAY

“ The Kluber team listened and delivered a beautiful, functional, purpose-built County Health Department building. The team is approachable, responsive, and forthcoming. I would absolutely do another project in the future with the Kluber team!”

Susan Olenek, Will County Health Department

“

Kluber is the most thorough architecture and engineering firm that I have EVER worked with and I would not hesitate to recommend them for any municipal project.

Suzanne Simpson, Warren Township

“

Kluber Architects + Engineers delivered quality design services to the City of Batavia and the Batavia Fire Department. I was proud to be a part of the design process and I am very proud of the end design result for the two Batavia Fire Stations.

Randy Deicke, Batavia Fire Department

“

Kluber did a great job with our recent courthouse project. Not only did they design a beautiful building, they did so with a limited budget. Best of all, change orders were very limited and they kept our project budget on track and completed construction four months early.

Jeff Wehrli, Former Kendall County Board Member

“

Over the past year, the personal and thorough approach from the top leadership down exemplified by the Kluber team has assisted us through many and various types of complicated projects with much success.

**Bruce Lanphear,
Former DuPage Airport Authority
Facilities Director**

“

The Kluber team was able to keep our Health Department project and internal decision making on track. Their County Health facility design expertise allowed our Capital Improvement Committee to make quick decisions to accelerate our project schedule.

David Tkac, Will County





Professional References

Bruce Robbins

Facility Manager
Lake County Health Department
brobbins@lakecountyil.gov
847.377.8041

Daniel Levinson

Management Analyst II
Village of Glenview
2500 East Lake Avenue, Glenview, IL 60026
847-904-4525
dlevinson@glenview.il.us

Joel Van Essen

Public Works Director
Village of Orland Park
14700 South Ravinia Avenue
Orland Park, Illinois
708-403-6104

Richard Schwass

Senior Manager of Campus Facilities and Construction
Oakton Community College
1600 East Golf Road
Des Plaines IL 60016
847-635-1783

Sue Simpson

Supervisor
Warren Township
17801 W Washington St, Gurnee, IL 60031
ssimpson@warrentownship.net
847.244.1101

Steve Super

Village Administrator
Village of South Elgin
847.742.5780



PROPOSAL SUMMARY SHEET
RFQ 22-004
Professional MEP and Architectural Services

IN WITNESS WHEREOF, the parties hereto have executed this proposal as of date shown below.

Organization Name: Kluber Inc.

Street Address: 41 W. Benton Street

City, State, Zip: Aurora, IL 60506

Contact Name: Christopher J. Hansen

Phone: 630-406-1213 Fax: 630-406-9472

E-Mail address: chansen@kluberinc.com

Signature of Authorized Signee: 

Title: Vice President

Date: 02-11-2022

ACCEPTANCE: This proposal is valid for ninety (90) calendar days from the date of submittal.

 **ORLAND PARK**
INSURANCE REQUIREMENTS

Please submit a policy Specimen Certificate of Insurance showing current coverage's along with this form.

WORKERS' COMPENSATION & EMPLOYER LIABILITY

Full Statutory Limits - Employers Liability
\$500,000 – Each Accident \$500,000 – Each Employee
\$500,000 – Policy Limit
Waiver of Subrogation in favor of the Village of Orland Park

AUTOMOBILE LIABILITY (ISO Form CA 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage

GENERAL LIABILITY (Occurrence basis) (ISO Form CG 0001)

\$1,000,000 – Combined Single Limit Per Occurrence
Bodily Injury & Property Damage
\$2,000,000 – General Aggregate Limit
\$1,000,000 – Personal & Advertising Injury
\$2,000,000 – Products/Completed Operations Aggregate

Additional Insured Endorsements: ISO CG 20 10 or CG 20 26 and CG 20 01 Primary & Non-Contributory
Waiver of Subrogation in favor of the Village of Orland Park

Please provide the following coverage, if box is checked:

PROFESSIONAL LIABILITY

\$1,000,000 Limit - Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

UMBRELLA LIABILITY (Follow Form Policy)

\$2,000,000 – Each Occurrence \$2,000,000 – Aggregate

EXCESS MUST COVER: General Liability, Automobile Liability, Employers' Liability

UMBRELLA/EXCESS PROFESSIONAL LIABILITY

\$1,000,000 Limit – Claims Made Form, Indicate Retroactive Date
Deductible not-to-exceed \$50,000 without prior written approval

BUILDERS RISK

Completed Property Full Replacement Cost Limits -
Structures under construction

ENVIRONMENTAL IMPAIRMENT/POLLUTION LIABILITY

\$1,000,000 Limit for bodily injury, property damage and remediation costs
resulting from a pollution incident at, on or mitigating beyond the job site

CYBER LIABILITY

\$1,000,000 Limit per Data Breach for liability, notification, response,
credit monitoring service costs, and software/property damage

Any insurance policies providing the coverages required of the Consultant, excluding Professional Liability, shall be specifically endorsed to identify **"The Village of Orland Park, and their respective officers, trustees, directors, officials, employees, volunteers and agents as Additional Insureds on a primary/non-contributory basis with respect to all claims arising out of operations by or on behalf of the named insured."** The required Additional Insured coverage shall be provided on the Insurance Service Office (ISO) CG 20 10 or CG 20 26 endorsements or an endorsement at least as broad as the above noted endorsements as determined by the

Village of Orland Park. Any Village of Orland Park insurance coverage shall be deemed to be on an excess or contingent basis as confirmed by the required (ISO) CG 20 01 Additional Insured Primary & Non-Contributory Endorsement. The policies shall also contain a Waiver of Subrogation in favor of the Additional Insureds in regard to General Liability and Workers' Compensation coverage. The certificate of insurance shall also state this information on its face. Any insurance company providing coverage must hold an A-, VII rating according to Best's Key Rating Guide. Each insurance policy required shall have the Village of Orland Park expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Permitting the contractor, or any subcontractor, to proceed with any work prior to our receipt of the foregoing certificate and endorsements shall not be a waiver of the contractor's obligation to provide all the above insurance.

Consultant agrees that prior to any commencement of work to furnish evidence of Insurance coverage providing for at minimum the coverages, endorsements and limits described above directly to the Village of Orland Park, Nicole Merced, Management Analyst, 14700 S. Ravinia Avenue, Orland Park, IL 60462. Failure to provide this evidence in the time frame specified and prior to beginning of work may result in the termination of the Village's relationship with the contractor.

ACCEPTED & AGREED ON 2/11/2022



Signature

Christopher J. Hansen

Printed Name

Vice President

Title

Authorized to execute agreements for:

Kluber Inc.

Name of Company

Note: Sample Certificate of Insurance and Additional Insured Endorsements attached.

 **ORLAND PARK**
CERTIFICATE OF COMPLIANCE

The undersigned Christopher J. Hansen, as Vice President
(Enter Name of Person Making Certification) (Enter Title of Person Making Certification)

and on behalf of Kluber Inc., certifies that:
(Enter Name of Business Organization)

1) BUSINESS ORGANIZATION:

The Proposer is authorized to do business in Illinois: Yes No

Federal Employer I.D.#: 36-3609749
(or Social Security # if a sole proprietor or individual)

The form of business organization of the Proposer is (*check one*):

- Sole Proprietor
- Independent Contractor (*Individual*)
- Partnership
- LLC
- Corporation Illinois October 17, 1988
(State of Incorporation) (Date of Incorporation)

2) ELIGIBILITY TO ENTER INTO PUBLIC CONTRACTS: Yes No

The Proposer is eligible to enter into public contracts, and is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3, or 33E-4 of the Illinois Criminal Code, or of any similar offense of "Bid-rigging" or "Bid-rotating" of any state or of the United States.

3) SEXUAL HARASSMENT POLICY: Yes No

Please be advised that Public Act 87-1257, effective July 1, 1993, 775 ILCS 5/2-105 (A) has been amended to provide that every party to a public contract must have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105 (A) (4) and includes, at a minimum, the following information: (I) the illegality of sexual harassment; (II) the definition of sexual harassment under State law; (III) a description of sexual harassment, utilizing examples; (IV) the vendor's internal complaint process including penalties; (V) the legal recourse, investigative and complaint process available through the Department of Human Rights (the "Department") and the Human Rights Commission (the "Commission"); (VI) directions on how to contact the Department and Commission; and (VII) protection against retaliation as provided by Section 6-101 of the Act. (Illinois Human Rights Act). (emphasis added). Pursuant to 775 ILCS 5/1-103 (M) (2002), a "public contract" includes "...every contract to which the State, any of its political subdivisions or any municipal corporation is a party."

4) EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE: Yes No

During the performance of this Project, Proposer agrees to comply with the "Illinois Human Rights Act", 775 ILCS Title 5 and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq. The

Proposer shall: (I) not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (II) examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization; (III) ensure all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, or physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; (IV) send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Vendor's obligations under the Illinois Human Rights Act and Department's Rules and Regulations for Public Contract; (V) submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; (VI) permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and Department's Rules and Regulations for Public Contracts; and (VII) include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of this Agreement obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this Agreement, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations. Subcontract" means any agreement, arrangement or understanding, written or otherwise, between the Proposer and any person under which any portion of the Proposer's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract", however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a Proposer or other organization and its customers. In the event of the Proposer's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights the Proposer may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this agreement may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

5) TAX CERTIFICATION: Yes No

Contractor is current in the payment of any tax administered by the Illinois Department of Revenue, or if it is: (a) it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or (b) it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

6) AUTHORIZATION & SIGNATURE:

I certify that I am authorized to execute this Certificate of Compliance on behalf of the Contractor set forth on the Proposal, that I have personal knowledge of all the information set forth herein and that all statements, representations, that the Proposal is genuine and not collusive, and information provided in or with this Certificate are true and accurate. The undersigned, having become familiar with the Project specified, proposes to provide and furnish all of the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work required for the Project.

ACKNOWLEDGED AND AGREED TO:



Signature of Authorized Officer

Christopher J. Hansen

Name of Authorized Officer

Vice President

Title

02-11-2022

Date

Policy Number: 7013623766

**BLANKET ADDITIONAL INSURED
AND
LIABILITY EXTENSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS**A. ADDITIONAL INSURED – BLANKET VENDORS**

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Subparagraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
 3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
 4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract.":
2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
 - a. A higher limit of insurance than required by such "written contract";
 - b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) such person or organization's financial control of you; or
- (2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

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b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury", "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" as grantor of a franchise to you.

d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury", takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (b) The construction, erection, or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract", we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury", "property damage", or "personal and advertising injury" cause by:

- a. Your acts or omissions; or
- b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury", "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;
- (2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:
 - (a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and
 - (b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or
- (3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

With respect only to additional insured coverage provided under paragraphs A. and B. above:

1. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

2. Under **Liability and Medical Expense Definitions**, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- a. Is currently in effect or becomes effective during the term of this policy; and
- b. Was executed prior to:

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- (1) The "bodily injury" or "property damage"; or
 - (2) The offense that caused the "personal and advertising injury";
- for which the additional insured seeks coverage.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily Injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion k. **Damage To Property**, is replaced by the following:

k. Damage To Property

"Property damage" to:

1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of

such property for any reason, including prevention of injury to a person or damage to another's property;

2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
3. Property loaned to you;
4. Personal property in the care, custody or control of the insured;
5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or
6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

- (1) rented to you;
- (2) temporarily occupied by you with the permission of the owner, or
- (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled **Personal and Advertising injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

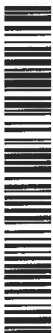
3. The first Paragraph under item 5. **Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You limit shown in the Declaration.

E. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "personal and advertising injury" is amended to add the following:
 - h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:
 - (1) Not done intentionally by or at the direction of:
 - (a) The insured; or

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- (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and
 - (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.
 - 2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising injury** is amended to add the following additional exclusions:
 - (15) Discrimination Relating to Room, Dwelling or Premises**

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.
 - (16) Employment Related Discrimination**

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.
 - (17) Fines or Penalties**

Fines or penalties levied or imposed by a governmental entity because of discrimination.
 - 3. This provision (**Personal and Advertising Injury – Discrimination or Humiliation**) does not apply if **Personal and Advertising Injury Liability** is excluded either by the provisions of the Policy or by endorsement.
- F. Personal and Advertising Injury - Broadened Eviction**
- Under **Liability and Medical Expenses Definitions**, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.
- G. Waiver of Subrogation – Blanket**
- We waive any right of recovery we may have against:
- a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.



Policy Number: 7013623766

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY-
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COMMON POLICY CONDITIONS

The following is added to Paragraph H. **Other Insurance** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of the Policy remain unchanged.



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: 70180131036

Policy Effective Date:

Policy Page: 23 of 35